



COMMONWEALTH of VIRGINIA

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Department of Information Technology

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(804) 371-5000

TDD VOICE - TEL. NO.
371-8076

January 29, 2001

Dear Vendor:

You are invited to submit a proposal in accordance with the requirements set forth in the attached Request for Proposals (RFP). This RFP is issued by the Department of Information Technology (DIT). The Commonwealth requests proposals from vendors wishing to provide Statewide Temporary Information Technology Support Services ("staff augmentation") to agencies, localities and institutions of the Commonwealth of Virginia on an as-needed basis.

The original proposal, signed by your contractually binding authority, with seven (7) additional copies, must be received by the Issuing Office not later than 4:00 p.m. March 23, 2001.

A MANDATORY PRE-PROPOSAL CONFERENCE will be held in the 4th Floor Auditorium, DIT, 110 S. 7th Street, Richmond, Virginia, at 1:30 PM on February 23, 2001. If you plan to attend, you are requested to notify Mr. Dave Butler at (804) 371-5521 no later than February 15, 2001. Vendors may use this time period as an opportunity to ask questions and/or clarify understanding of the requirements of this solicitation. Additionally, vendors are limited to no more than 3 attendees.

The Commonwealth will not pay for the information requested and reserves the right to reject any and all proposals received.

All inquiries related to this RFP must be submitted in writing to:

Commonwealth of Virginia
Department of Information Technology
110 South Seventh Street - Lobby Floor
Richmond, Virginia 23219
Attention: David H. Butler

These inquiries must be received by February 15, 2001. Mark envelopes "Questions concerning RFP 2001-012". Verbal inquiries will not be accepted prior to the Pre-proposal Conference.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul H. Dodson".

Paul H. Dodson, Director
Acquisition Services Division

Attachment RFP 2001-012

AN EQUAL OPPORTUNITY EMPLOYER

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF INFORMATION TECHNOLOGY
REQUEST FOR PROPOSALS
FOR
STATEWIDE TEMPORARY INFORMATION TECHNOLOGY SUPPORT SERVICES
RFP 2001-012
ISSUED
JANUARY 29, 2001

TABLE OF CONTENTS

SECTION	TITLE	PAGE
SECTION 1: PROPOSAL ADMINISTRATION PROCEDURES		
1.1	Purpose	1
1.2	Scope	1
1.3	Issuing Office	1
1.4	Issuing Date	1
1.5	Closing Date and Time	1
1.6	Rules Regarding Late Proposals and Modifications	2
1.7	Registered Vendors	2
1.8	Mandatory Pre-proposal Conference	2
1.9	Vendor Understanding of Requirements	2
1.10	News Releases	3
1.11	Rejection of Proposals	3
1.12	Procurement Policies and Procedures	3
1.13	Cost of Proposals	3
1.14	Identification of Proposals	3
1.15	Definition of “Mandatory” Requirements and “Desirable Features	4
1.16	Oral Presentations	4
1.17	Proprietary Information	5
1.18	Proposal Format	5
1.19	Multiple Proposals	6
1.20	Nondisclosure	6
1.21	Confidentiality of Information	6
1.22	Cost Information	6
1.23	Vendor Identification	7
1.24	Evaluation Criteria	7
1.25	Evaluation Process	7
1.26	Review Phase	8
1.27	Post Award Review	8
1.28	Participation In State Procurement Transactions by Small Businesses, and Businesses Owned by Women and Minorities	8
1.29	Contractual Binding	9
1.30	Acquisition Services Division Web Site	9
1.31	Industrial Funding Adjustment	9
SECTION 2: GENERAL VENDOR INFORMATION		
2.1	General Information	10

TABLE OF CONTENTS

SECTION	TITLE	PAGE
SECTION 3: GENERAL DESCRIPTION AND CURRENT ENVIRONMENT		
3.1	General Information	14
3.2	Background	14
SECTION 4: MANDATORY REQUIREMENTS		
4.1	Statement of Needs (Responsibility of Vendor)	15
4.2	Statement of Needs (Responsibility of Agency)	18
SECTION 5: DESIRABLE REQUIREMENTS		
5.1	Offering of Additional Service Categories	19
5.2	Multiple Qualified Vendors	19
SECTION 6: PRICE SCHEDULE		
6.1	Rate Ranges	20
6.2	On-Site Rates	20
6.3	Off-Site Rates	23
6.4	Off-Shore Rates	25
SECTION 7: BASIC ORDERING AGREEMENT		
(See Articles I through V and Attachments 1 and 2)		27 42
APPENDICES :		
APPENDIX A: Instructions for Providing Information Pertaining to Contracts with and Planned Involvement of Small Businesses and Businesses Owned by Women and Minorities		
APPENDIX B: Sample Forms for Providing Information Pertaining to Contracts with and Planned Involvement of Small Businesses and Businesses Owned by Women and Minorities		
APPENDIX C: Vendor Client Reference Form		
APPENDIX D: Information Technology Support Service Categories		
APPENDIX E: Computing Environment		
APPENDIX F: ITSS Professional Qualification Form		
APPENDIX G: Vendor Qualification Form		

SECTION 1: PROPOSAL ADMINISTRATION PROCEDURES

1.1 Purpose:

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through negotiations with multiple qualified vendors in each role category to provide hourly, information technology professionals to agencies, institutions and other public bodies as defined in Section 11-37 of the Virginia Public Procurement Act (VPPA) hereinafter referred to as "Authorized Users" on an as-needed basis. This version of the heavily-used IT Support Services contract will offer new, innovative and flexible ways for the Commonwealth to contract with vendors on a wider variety of role categories, with on-site, off-site, and off-shore pricing. This will be an optional use contract.

1.2 Scope:

This document contains the instructions governing the proposal to be submitted; the format in which proposals are to be submitted, and the material to be submitted therein; project requirements; evaluation criteria; and contractual terms and conditions.

1.3 Issuing Office:

Commonwealth of Virginia
Department of Information Technology
110 South Seventh Street – East Lobby Level
Richmond, Virginia 23219
Attention: David H. Butler

1.4 Issuing Date:

This request is being issued January 29, 2001.

1.5 Closing Date and Time:

The original and seven (7) copies of the technical and cost proposal must be submitted and must contain the full name and address of every company bearing an interest in the proposal. The original technical proposal and cost proposal must be signed by the Offeror's contractually binding authority. **NOTE: IT IS NOT ACCEPTABLE TO MARK AN ENTIRE DOCUMENT AS PROPRIETARY. IT IS ALSO UNACCEPTABLE TO MARK THE COST PROPOSAL AS PROPRIETARY.** Offerors are referred to the Commonwealth of Virginia Vendor's Manual, section 1.9 for clarification. All proposals must be received not later than 4:00 p.m. local time, March 23, 2001.

1.6 Rules Regarding Late Proposals and Modifications:

No proposal or modifications to a proposal will be accepted after the closing date and time. Offerors may use any means of delivery but it is the responsibility of the Offeror to allow adequate time for delivery to the appropriate office. Proposals and modifications received after closing will be returned unopened.

1.7 Registered Vendors:

VENDOR MUST BE REGISTERED WITH THE DEPARTMENT OF INFORMATION TECHNOLOGY. A completed registration form must be on file or received by DIT (Acquisition Services Division) not later than award date. Call (804) 371-5900 to request a registration form. Vendors may also download a Vendor Application form from ASD's web site with a URL of <http://asd.state.va.us> if you need assistance, call (804) 371-5948.

1.8 Mandatory Pre-proposal Conference:

A MANDATORY PRE-PROPOSAL CONFERENCE will be held in the Department of Information Technology 4th floor Auditorium, 110 South 7th Street, Richmond, Virginia at 1:30 P.M. on February 23, 2001. Vendors are limited to no more than three (3) attendees. Only vendors who attend this conference will be eligible to submit a proposal and no transcripts of the proceedings will be distributed. The pre-proposal conference is intended to provide vendors the opportunity to receive clarification of any requirement of this RFP. The conference will begin at exactly 1:30 p.m., so prompt arrival of all interested participants is required.

1.9 Vendor Understanding of Requirements:

It is the vendor's responsibility to inquire about and clarify any requirement of this RFP that is not clearly understood by the vendor. All verbal questions are discouraged. The Commonwealth will not be bound by verbal responses to questions. All inquiries concerning this RFP should be submitted in writing to (Mark envelopes "Questions on RFP 2001-012"):

Mr. David H. Butler
Department of Information Technology
110 South 7th Street – East Lobby Level
Richmond, Virginia 23219

All written inquiries must be received by the Issuing Office on or before the close of business February 12, 2001. Facsimiles are acceptable at (804) 371-5969 or e-mail to dbutler@dit.state.va.us. No further written inquiries will be accepted after **February 12, 2001.**

1.10 News Releases:

No public disclosure or news release pertaining to this procurement shall be made without prior written approval of the Issuing Office. **FAILURE TO COMPLY WITH THIS PROVISION MAY RESULT IN THE PROPOSER BEING DISQUALIFIED.**

1.11 Rejection of Proposals:

The Commonwealth of Virginia reserves the right to reject any and all proposals, in whole or in part, received in response to this request. DIT shall not cancel a Request for Proposals or reject any proposal solely to avoid awarding a contract to a particular responsive and responsible Offeror. In addition, DIT reserves the right to waive informalities and to delete items prior to award.

The term Offeror as referenced in this solicitation refers to the firm preparing and submitting a proposal in response to this Request for Proposals (RFP). The term Vendor refers to the firm who has received this RFP but has not yet prepared a proposal. In addition, it also refers to a firm who, when awarded the contract will be responsible for services as required, as a result of this solicitation.

1.12 Procurement Policies and Procedures:

Information technology and telecommunications procurement activity conducted by the Commonwealth of Virginia is governed by provisions of the Virginia Public Procurement Act and guided by provisions of the Vendor's Manual, December 1998, Commonwealth of Virginia. The provisions of this RFP are intended to conform to applicable policies and procedures contained in the aforementioned MANUAL. In the event that a vendor should perceive a provision of this RFP to be at variance with a provision of the MANUAL, **VENDORS ARE DIRECTED TO REGARD THE RFP PROVISION AS PREVAILING.**

1.13 Cost of Proposals:

The Offeror is responsible for all costs of proposal preparation. The Commonwealth is not liable for any costs incurred by a Offeror in response to this RFP.

1.14 Identification of Proposals:

All proposals submitted for consideration shall be clearly marked on the outside cover of all envelopes, boxes or packages:

From: Name of Offeror
 Street or P.O. Box Number
 City, State, Zip Code
 Due Date: March 23, 2001 Time: NLT 4:00 p.m. (Local time)
 RFP Number 2001-012

1.15 Definition of “Mandatory” Requirements and “Desirable” Features:

1.15.1 Mandatory Requirements:

All mandatory requirements must be met in order for any proposal to be considered. The Offeror must respond to the mandates identifying if he or she can fulfill the requirements identified herein and how the Offeror proposes to meet the requirements. Substantiation to responses must be provided. The Commonwealth has established guidelines for offerors governing the interpretation of RFP requirements. The use of “shall”, “must”, or “will” in this RFP or its official amendments indicates a requirement or condition that is *mandatory (mandatory requirement)*, and shall not be construed in any way as allowing deviation from any requirement. Deviation from mandatory requirements will not be accepted by the Commonwealth. The Commonwealth of Virginia reserves the right to reject any and all proposals and to waive minor informalities.

FAILURE TO AGREE TO THE MANDATORY TERMS AND CONDITIONS SHALL RENDER THE OFFEROR’S PROPOSAL NON-RESPONSIVE. THE OFFEROR SHALL INCLUDE IN THE PROPOSAL A STATEMENT CONFIRMING ACCEPTANCE OF THE MANDATORY TERMS AND CONDITIONS VERBATIM, LISTED IN SECTION 7. OF THIS RFP.

1.15.2 Desirable Features:

There are a number of features that are considered desirable by the Commonwealth. Those services which enhance the overall system and performance are not considered mandatory will be considered “desirable”. Words such as “desirable”, “should”, “is requested”, “is urged to”, are important to the user in selecting a vendor, but in order to permit vendors to meet the requirements creatively, they are not specified as strictly mandatory requirements. Offeror responses to desirable services should meet stated goals, objectives, or enhance performance and identify how the proposed system meets the stated requirement. However, failure of a proposal to meet desirable requirements is not disqualifying. Offerors should document the extent to which they can meet the desirable or optional services. Proposals that provide more of the desirable features or that meet them more effectively than another proposal will be given stronger consideration in vendor selection.

1.16 Oral Presentation:

An oral presentation by the Offeror may be required. If an oral presentation is required to clarify or substantiate any area contained in the Offeror’s response, the Issuing Office will schedule a time and place for the presentation. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The response must be complete in all respects, as oral presentations and demonstrations MAY or MAY NOT be scheduled. All costs incurred by Offeror to provide oral presentations are the responsibility of the Offeror.

1.17 Proprietary Information:

SECTION 11-52d, Virginia Public Procurement Act, states “Trade secrets or proprietary information submitted by a bidder, offeror or vendor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror, or vendor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire bid or proposal document, line item prices and/or total bid or proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the bid or proposal.

FAILURE TO MARK THE DATA OR OTHER MATERIALS AS STATED WILL RESULT IN THE DATA OR OTHER MATERIALS BEING RELEASED TO VENDORS OR THE PUBLIC AS PROVIDED IN THE VIRGINIA FREEDOM OF INFORMATION ACT.

1.18 Proposal Format:

The proposals should be organized in the exact order in which the requirements are presented in the RFP and should be page numbered. The proposal should contain a table of contents which cross references the RFP requirement and the specific page of the response in your proposal. Each paragraph in the proposal must correspond to and reference the paragraph number in the corresponding section of the RFP. The Offeror must repeat the paragraph number, sub-letter, and text of the requirement as it is presented in the RFP. If a response covers more than one page, the Offeror must repeat the paragraph number and sub-letter at the top of the subsequent page.

Proposals that are not organized in this manner may be eliminated from consideration for failing to specifically address the technical and contractual requirements. Offerors must document that they can meet mandatory requirement of the RFP and should document the extent to which they can meet the desirable or optional features.

Offeror are strongly encouraged to adhere to the following general instructions in order to bring clarity and order to the proposal preparation and subsequent evaluation process:

- a. The response should be complete and comprehensive, with a corresponding emphasis on being concise and clear.
- b. All proposed items should be identified as to whether they are in response to mandatory or desirable requirements. Each response to a mandatory item in the proposal must contain, as a minimum, a statement such as “XYZ Fully Complies”.

1.18 Proposal Format (Continued)

- c. Regardless of whether or not a desirable is being proposed, all desirables should be identified as to their availability and associated costs.
- d. Elaborate bindings or literature are not necessary, but all documents should be clear and legible. Poor quality copies of materials may be rejected.

1.19 Multiple Proposals:

An Offeror may submit one or more proposals. At least one of the proposals must be complete and must comply with all of the instructions of this RFP. Additional proposals may be in an abbreviated form following the same format and providing only the information which is different from that in the complete version.

1.20 Nondisclosure:

All proposal information will be treated as confidential and will not be disclosed except as required for the purpose of evaluation. In accordance with the Virginia Public Procurement Act (VPPA) Section 11-52C1, proposals will be available for public inspection after negotiations and selection.

1.21 Confidentiality of Information:

The Commonwealth of Virginia and Offerors agree the information and data obtained during the course of this project will not be used for any other purpose and may not be disseminated or discussed for any reason not directly related to this project.

1.22 Cost Information:

All cost information must be signed, sealed and provided in a separate envelope. No cost information will be included in the technical proposal. The cost forms in Section 6. must be completed and returned in a separate envelope.

The Offeror's cost proposal must include all costs associated with the charges or reimbursements including Industrial Funding Adjustment (IFA) as defined in paragraph 1.31 on page 9 of this solicitation. This includes all license fees, royalties, "third party" fees, and computer resources, as well as all labor costs, overhead and expenses.

The Offeror must be willing and able to successfully deliver all products and services proposed and to complete the project on a firm fixed-price basis. If the vendor desires to propose additional products and/or services which it believes would benefit the COV (but are not required to successfully complete the project as proposed), such items should be included and clearly identified as optional.

1.23 Vendor Identification:

The primary (prime) Offeror must identify a contact person, by name, organization and telephone contact number, who will be responsible for coordinating the efforts and personnel of all parties and/or subcontractors involved in the response. This includes, but is not limited to, responses to requests for interviews, oral presentations and clarifications of responses to the RFP.

1.24 Evaluation Criteria:

All proposals received will be reviewed and evaluated by the Selection Committee using the following criteria, the order of which is not indicative of their weight or importance:

- a. Methodology of providing service to the Commonwealth.
- b. Offeror's qualifications.
- c. Offeror's references.
- d. Proposed rate ranges for service categories.
- e. Participation of Small, Women-Owned and Minority-Owned Businesses.

1.25 Evaluation Process:

Proposals are evaluated on the basis of the criteria enumerated in the RFP and are scored in accordance with a weighting scheme established and approved prior to the opening of any proposals. The Evaluation Criteria weights will be posted at close of business February 12, 2001 at:

The Department of Information Technology,
Acquisition Services Division
110 South 7th Street – East Lobby level
Richmond, VA 23219

The Commonwealth reserves the right to qualify or disqualify an Offeror on their own merits and not based on how they compare with other Offerors.

The proposal evaluation process involves, first, the review by a Selection Committee of all proposals received in response to the RFP to ensure that each proposal meets the mandatory requirements and the mandatory terms and conditions identified in Section 7 of this RFP. Proposals which have been determined by the Selection Committee not to have met one or more mandatory requirements or mandatory terms and conditions are excluded from any further consideration, subject to approval by the Review Committee. The intent of the Commonwealth is to award contracts up to 65% of responsive Offerors or a minimum of 4 contracts per service category, whichever is greater. The Offerors will be selected based on the evaluation criteria stated above in this solicitation.

1.25 Evaluation Process (Continued)

The second process in the evaluation of proposals involves each Selection Committee member evaluating the vendor's technical proposal and assigning a score to each of the selection criteria based on his/her personal understanding or interpretation of each of the proposed items. It will be decided at the beginning of the process how scores are to be assigned to each of the criteria (such as from zero to ten with five as average). The full Selection Committee will then meet to discuss the scoring. Members may change their scoring, if they desire. Preliminary scoring may also be changed by committee members after oral presentations or demonstrations.

After the Selection Committee evaluation, the Commonwealth of Virginia will negotiate further with the selected Offerors to establish a contract containing mutually agreeable terms and conditions. Award of this procurement action is dependent upon the signing of a mutually acceptable contract by both parties. Should the parties fail to agree upon a contract, the Commonwealth, at its sole discretion, will cancel negotiations and remove the vendor from further consideration.

1.26 Review Phase:

A Review Committee, consisting of Commonwealth employees who do not have a direct involvement in the selection, will review the selection process and major decisions such as vendor disqualification, to ensure that the selection was fair and unbiased.

1.27 Post Award Review:

Following selection of the winning vendor(s) and formal notification, the Director, Acquisition Services Division, or his designated representative, will review the selection with other Offerors on an appointment basis only. Offerors desiring to review the selection process must do so within 30 days after Notification of Intent to Award, or other notification as deemed applicable by DIT, is posted.

1.28 Participation In State Procurement Transactions by Small Businesses, and Businesses Owned by Women and Minorities:

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages Offerors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses and plans for involvement on this contract is required. By submitting a proposal, offerors certify that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP will ultimately result in rejection of the proposal.

All information requested by this RFP on the ownership, utilization and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. If an offeror fails to submit all information requested, the purchasing agency may require prompt submission of missing information after receipt of vendor proposals.

1.28 Participation In State Procurement Transactions by Small Businesses, and Businesses Owned by Women and Minorities: (Continued)

Instructions for providing the required information, including definitions, are included as Appendix "A" to this RFP. Forms to assist the Offeror in providing the required information are also included as Appendix "B". You are not required to use the forms so long as the minimum information required is provided in the prescribed format.

1.29 Contractual Binding:

- a. This RFP, the response submitted by the successful vendor, and all amendments and written clarifications, or any portions thereof, may be incorporated into the agreement signed by the successful vendors and the Commonwealth of Virginia. If a proposal contains items or services which are not manufactured, generally supplied, or maintained by the proposing vendor, the vendor will accept full responsibility for the service as if it were the vendor's own. The Commonwealth will contract only with the prime vendor who will be responsible for the performance of and payment to any subcontractor(s).
- b. Price quotations and other time dependent information contained in proposals shall be valid for a minimum of 120 days following the closing date.
- c. SECTION 7. of this solicitation, entitled "Basic Ordering Agreement" for acquisition of ITSS, contains the mandatory terms and conditions. These terms will be included verbatim in any agreement executed by the Department of Information Technology.

FAILURE TO AGREE TO THE MANDATORY TERMS AND CONDITIONS SHALL RENDER THE VENDOR'S PROPOSAL NON-RESPONSIVE. THE VENDOR SHALL INCLUDE IN THE PROPOSAL A STATEMENT CONFIRMING ACCEPTANCE OF THE MANDATORY TERMS AND CONDITIONS, VERBATIM LISTED IN SECTION 7. OF THIS RFP.

1.30 Acquisition Services Division Web Site:

The Acquisition Services Division (ASD) of the Department of Information Technology maintains a web site with a URL of <http://asd.state.va.us> . This web site provides information about ASD and acquisitions conducted by ASD for Information Technology related items. Vendors are invited to check this site regularly.

1.31 Industrial Funding Adjustment:

Vendors are advised to read and understand the paragraphs entitled "Contractor's Report of Sales" and "Industrial Funding Adjustment" listed in the attached Terms and Conditions. **FAILURE TO COMPLY WITH THESE PARAGRAPHS SHALL RENDER THE VENDOR'S PROPOSAL NON-RESPONSIVE.**

SECTION 2: GENERAL VENDOR INFORMATION

2.1 General Information:

This section requires information about the Offeror's background and experience. If the Offeror submits a proposal for any combination of on-site, off-site, and off-shore ITSS, the Offeror must demonstrate their methodology, experience and qualifications associated with each area.

2.1.1 Vendor's Operating Organization:

Provide an overview of the operating structure and geographical locations of the firm at the national, regional, and local levels.

2.1.2 Company Contact:

Provide the name, title, street address, city, state, zip code, and telephone number and e-mail address of the primary contact person.

2.1.3. Corporate Identity:

- a. Provide the identity of any parent corporation.
- b. Provide the identity of any subsidiaries if applicable.

2.1.4. Corporate Financial Status:

- a. For publicly held companies, vendors must provide a copy of their firm's (information systems division or corporation only, if consolidated statements are published) audited financial statements from the most recent fiscal year, and the preceding two fiscal years; must provide their Dun and Bradstreet credit rating number, and must provide their Moody's Investment Service Bond Rating and/or Standard & Poors Bond Rating if they have publicly held debt.
- b. For privately held companies, vendors must provide a copy of audited financial statements for the most recent and two preceding fiscal years or other indicator(s) of financial stability.

2.1.5 Vendor Qualifications:

- a. Company name, pre-award and post-award contact persons, address, telephone number, facsimile number, e-mail addresses, Federal Identification Number and firm's web site, if applicable, and the number of years in the ITSS business (See Appendix G).
- b. For each service category for which you are submitting a proposal, provide the number of contractors placed during the last calendar year, length of time at placement, cost of contract, and the number of contractors in place today (See Appendix G).

2.1.5 Vendor Qualifications (Continued)

- c. Attach a current list of the firm's top three (3) revenue-generating clients for each category the Offeror is proposing personnel. Include the percent of total firm's revenue generated from each of the three clients.
- d. For each of the last three years provide the following documentation:
 - 1. Verifiable evidence showing annual revenues from placement of information technology professionals (ITSS).
 - 2. Those Offerors unable to provide three years of annual revenues shall provide verifiable evidence of as many years (or partial years) annual revenues as do exist along with a current audited financial statement.
- e. Provide number of information technology professionals that the firm currently has in place today for each of the service categories for which the Offeror is proposing personnel. An information technology professional can only be counted in one service category.

2.1.6 References:

The Offeror shall provide at least three (3) current references in the continental USA (preferably in Virginia) who can confirm the firm's qualifications, staffing qualifications and methodology cited in Offeror's Proposal per category. The Offeror may repeat the same references for multiple categories where appropriate. The Commonwealth will make such reasonable investigations as deemed proper and necessary to determine the ability of the Offerors to perform the contracts, and these may include, but may not be limited to, reference checks and interviews.

- a. This information must include the verified name and location of the site and identify a contact person and telephone number. The contact person must be an individual, such as the IT supervisor, who can provide detailed information regarding the quality of work performed within specific service categories.
- b. Use the Vendor Client Reference form, APPENDIX C.

2.1.7 ITSS Staff Qualifications:

- a. For each service category the Offeror is proposing a rate range, the Offeror must:
 - 1. Provide personnel who are experienced in appropriate information technology consulting environments defined in APPENDIX D, Service Categories.

2.1.7 ITSS Staff Qualifications (Continued)

2. Provide personnel who meet or exceed the minimum category qualifications set forth in the APPENDIX D, Service Categories.
 3. Specifically commit to making available, to the Commonwealth, individuals with equal or superior qualifications at the Offeror's quoted rate ranges for those positions awarded.
- b. All Offeror's personnel who are non-U.S. citizens must currently have the requisite documentation, i.e., a valid passport, visa, work permit or other documentation required by U.S. Immigration and Naturalization Service (INS).
 - c. If used, subcontractor's personnel proposed as information technology professionals, must meet the same requirements as the awarded vendor to be eligible for this RFP.

2.1.8 Methodology Qualifications:

Describe in detail the Offeror's methodology for providing the proposed service to the Commonwealth. This section shall identify, but not be limited to, how the proposed service shall be provided to the Commonwealth:

- a. Describe Offeror's plan to provide the Commonwealth with qualified information technology professionals at the quoted rates for the life of the contract.
- b. Describe Offeror's plan to provide supervision to information technology professionals hired through this contract. List the intervals at which performance evaluations will be conducted and how the resulting information will be reported.
- c. The Offeror will specify how the account with the Commonwealth will be managed (i.e., client contact, information technology professionals contact, handling of personnel grievances, and description of backup technical support that will be available to information technology professionals on-site).
- d. Describe in detail, how Offeror will recruit, attract, and maintain qualified information technology professionals for this contract, if awarded.
- e. Describe in detail how Offeror will maintain the technical qualifications and skills of the information technology professionals over the life of the contract. Provide a description of the Offeror's current training program and how many days per year, per information technology professional, are designated for technical training.
- f. Specify how Offeror will support this contract, if awarded, (i.e., list account representatives, provide brief business background, list recruiters, describe office support staff, etc.).

2.1.8 Methodology Qualifications: (Continued)

- g. Explain what impact, problems, and challenges you foresee in fulfilling this contract's requirements of finding qualified resources, and how these issues will be addressed.
- h. Describe how Offeror, if awarded contract, will provide the proposed information technology professionals to all agencies in the Commonwealth without any regard to the geographical location within the Commonwealth of Virginia.

SECTION 3: GENERAL BACKGROUND/DESCRIPTION OF CURRENT ENVIRONMENT

3.1 General Information:

This Request for Proposals is to solicit sealed proposals to establish a contract through negotiations with multiple qualified vendors in each role category to provide Statewide Temporary Information Technology Support Services (ITSS) to authorized users of the Commonwealth of Virginia on an as-needed basis. This version of the heavily-used IT Support Services contract will offer new, innovative and flexible ways for the Commonwealth to contract with vendors on a wider variety of role categories, with on-site, off-site and off-shore pricing. This will be an optional use contract.

3.2 Background:

There are currently nineteen contracts that were awarded for providing fifteen categories of these services by DGS in 1997 and subsequently transferred to DIT in 1999. Anywhere from one to seventeen vendors were awarded contracts for each of these job classifications. These contracts have been renewed for an additional year from December 2000, to December 2001, or until such time that new contracts can be negotiated and implemented as a result of this RFP.

3.2.1 Department of Information Technology:

Created in 1985, DIT provides the Commonwealth of Virginia with a central source for meeting its information technology needs. The Agency's stated mission is to "enable its customers to achieve their goals by partnering with them to provide services that are cost-effective, timely and of the highest quality." In carrying out its mission, DIT offers a wide variety of technology services to its customer community. These services range from computing on DIT's mainframe computers to maintaining the Commonwealth's statewide telecommunications networks. Included in this vast array of services is the provision of Statewide Temporary Information Technology Support Services, i.e. ITSS services to authorized users of the Commonwealth on an as-needed basis.

3.2.2 Computing Environments:

The agencies of the Commonwealth run applications in a number of computing environments. For the purposes of this RFP, these environments include but are not limited to the following categories: Hardware Platform; Operating Systems, Utilities, Programming Languages, Report Writers; Database Management Systems & Associated Development Languages/Tools; Software Package Applications, Statistical Packages; PC-based Software; and Network Operating Systems/Devices. Each environment can utilize any of the new and existing environments and tools. Agencies also have the option to purchase new tools as they become available. See APPENDIX E, Computing Environments.

SECTION 4: MANDATORY REQUIREMENTS

4.1 Statement of Needs (Responsibility of Vendor):

- 4.1.1 Offerors may propose information technology professionals for any one, combination or all of the service categories. Multiple separate awards may be made for each service category, for IT professionals on-site (on any of the Commonwealth's premises for a minimum of 2 days a week), off-site (within the United States labor location but not on the Commonwealth's premises) or off-shore (non continental United States labor location). It is the Commonwealth's desire to be able to contract for information technology professionals in each of the Commonwealth's computing environments.
- 4.1.2 The Offeror may propose additional service categories and provide written justification for qualifying for said categories at the Pre-Proposal Conference (Section 1.8). New or changes to categories may be added to the RFP at the sole discretion of the Commonwealth. These will be posted on the State Contracts web site, <http://asd.state.va.us>.
- 4.1.3 Vendor shall submit to the hiring agency an Information Technology Professional (ITSS) Qualification Form or resume of the proposed personnel in response to the agency's work order. However, if a resume is submitted, all the information required on the ITSS Qualification Form must be provided. An example of the ITSS Qualification Form is found in APPENDIX F. The Vendor shall be provided a written, telephonic or faxed request setting forth the tasks, statement of work and/or required skills of the position(s). The Vendor, upon receipt of the request, shall provide the Agency with the qualification forms or an acceptable alternative of Vendor's qualified and available personnel within ten (10) working days or fifteen (15) working days from the date of the request. Agencies shall review the qualifications of the individuals presented and shall have the option to conduct interviews with the candidates presented by the Vendor. If the Agency, in its sole discretion, determines that the individual(s) reviewed is/are acceptable, the Agency shall issue a Purchase Order for the specified individual(s). The Commonwealth reserves the right to refuse any or all individuals presented by the Vendor.
- 4.1.4 The Vendor shall accept or notify the issuing Agency that the purchase order is not acceptable within two (2) working days of receipt of the purchase order.
- 4.1.5 Upon receipt of the purchase order, the consultant(s) named shall report for work no later than the date specified in the purchase order, which must be within ten (10) days, or a date mutually agreed upon by the vendor and the hiring agency. The agreed upon date should be specified in the purchase order. Vendor shall specifically commit, and shall make available at the date(s) specified, the NAMED individual(s) identified in each purchase order after acceptance of the purchase order.
- 4.1.6 Vendor's personnel are not authorized to commence work on any project until the vendor has been provided a written order issued under this contract. Any work performed by the contractor prior to the effective date of the order may not be billed and/or accepted by the authorized users of the Commonwealth.

- 4.1.7 In the event the specified individual fails to report at the time and date specified in the order, the Vendor shall be considered to have breached the Purchase Order and the Commonwealth may take such actions as are set forth in Section 7., Terms and Conditions for the acquisition of IT support services (BREACH).
- 4.1.8 The Vendor will provide Agencies of the Commonwealth with an itemized invoice setting forth the specific tasks on which work was accomplished, the purchase order number, the number of fully burdened hours expended, and the individual's name and rate against which the invoice is submitted. Fractions of fully burdened hours worked shall be pro-rated at that individual's hourly rate. This is an hourly rate contract and the vendor will be paid for time actually worked by these information technology professionals. Upon acceptance by the vendor of an Agency issued Purchase Order, invoices must be submitted on a monthly basis for work expended and shall be approved by hiring Agency and Fiscal Officer prior to payment.
- 4.1.9 In the event Vendor's personnel are required by the Commonwealth to travel away from regularly Commonwealth assigned work locale to perform related tasks, the Commonwealth will reimburse the Vendor actual out-of-pocket expenses in accordance with the Commonwealth Travel Regulations, Reimbursement Rates for Mileage, Meals and Incidental Travel Expenses. Such reimbursement shall not exceed the rates set forth in state Travel Regulations. Use of state-owned materials and vehicles is not reimbursable.
- 4.1.10 The Commonwealth reserves the right for each hiring agency to establish minimum hardware and software equipment requirements for information technology professionals. The Agency is not responsible for providing hardware and software equipment for off-site and off-shore personnel.
- 4.1.11 All vendor personnel who are non-U.S. citizens must currently have the requisite documentation, i.e., a valid passport, visa, work permit or other documentation required by U.S. immigration authorities necessary to provide the services required under this solicitation.
- 4.1.12 The Vendor agrees not to remove any personnel assigned under an Agency's purchase order without the approval of the hiring Agency's Project Officer. In the event the individuals assigned (NAMED) on a purchase order become unavailable, either through sickness, re-employment or unable to perform at an acceptable level, the Vendor agrees to provide an approved replacement. If the replacement offered is unacceptable to the Commonwealth, the purchase order may be terminated at the sole option of the using agency.
- 4.1.13 Should Vendor's information technology professional(s) be removed due to sickness, re-employment, failure to satisfactorily perform his or her assigned duties, the replacement will perform his/her duties for a period of ten (10) working days at no cost to the Commonwealth. This period of time is provided for the new information technology professional to become familiar with the Commonwealth's program(s) and his/her relationship to the overall system.

- 4.1.14 Work hours will be established by the hiring agency, however normal work hours are from 8:00a.m. to 5:00p.m., Monday through Friday, (State holidays excluded). Vendor's personnel may be required to work unusual hours and times to meet project related requirements and/or suspense dates. When unusual hours are required, the hiring agency will provide sufficient advance notice for proper planning. In no event shall the billing rate for hours expended outside the normal hours of operation exceed the hourly rate set forth in the purchase order. All over-time (defined as any hours worked in excess of 40 hours within a calendar work week) must be approved in advance by the hiring agency.
- 4.1.15 The Vendor will submit an invoice for services on a 30 day basis to each agency the Vendor is providing ITSS.
- 4.1.16 Proposals should be as thorough and detailed as possible so that the Commonwealth may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items, separated by tabs within the proposal, as a complete proposal.
- a. The return of the RFP with a coversheet and all addenda acknowledgements, if any, signed and filled out as required by the vendor's authorized signatory representative.
 - b. A written narrative statement addressing each paragraph in the following Sections of the RFP: Section 2., General Vendor Information; Section 4., Statement of Needs; and Section 5., Desirable Requirements.
 - c. Pricing Schedule fees to provide service. (Section 6).
- 4.1.17 Return of the completed Vendor Client Reference Forms (APPENDIX C).
- 4.1.18. Confidentiality References of information labeled proprietary.
- 4.1.19 Small, Women and Minority-Owned Business Participation: The Offeror must submit the following three sets of data for small business, women-owned business and minority owned businesses as defined in APPENDICES A and B.
- 4.1.20 Return of the completed Vendor Qualification Form (APPENDIX G)
- 4.1.21 The Vendor shall furnish statewide IT support services to assist the agencies of the Commonwealth for periods of service ranging from two weeks to twelve months, on an as needed basis for any of the service categories found in APPENDIX D for which the Offeror is proposing.

4.2 Statement of Needs (Responsibility of Authorized user):

- 4.2.1 An authorized users' individual service requirements will be identified on purchase orders issued against the contract executed by each of the winning Vendors on a case by case basis.
- 4.2.2 The Commonwealth is not required to purchase consulting services from all vendor(s) which may be awarded a contract from this solicitation.
- 4.2.3 The hiring agency will be requested to submit to the DIT contract officer annually, an evaluation of the Vendor.
- 4.2.4 The Commonwealth reserves the right to refuse payment for hours expended which were not fully burdened and for hours expended on work that is subsequently determined by the Commonwealth to be unacceptable.

SECTION 5: DESIRABLE REQUIREMENTS

5.1 Offering of Additional Service Categories:

- 5.1.1 An Offeror may propose other service categories that are not found in the APPENDIX D. Other service categories may be submitted prior to or during the Pre-Proposal Conference. When offering additional service categories, the Offeror must meet all qualifications and requirements proposed as for those prescribed categories in APPENDIX D.

5.2 Multiple Qualifying Vendors:

- 5.2.1 The Commonwealth is concerned that no single Vendor may be able to fully satisfy all the requirements for personnel that may arise. Therefore, the Commonwealth, at its option, may contract with multiple qualified Vendors for each of the categories listed individually. Authorized users are not required to start their search for a information technology professional with the lowest cost vendor. Agencies may contact any/all vendors to locate a resource to fill an agency's needs. Agencies are encouraged to choose the most qualified resource for their agency at the lowest hourly rate.

SECTION 6. PRICING SCHEDULE (TOTAL FIRM FIXED PRICE)

6.1 Rate Ranges:

6.1.1 The cost of this proposal shall be specified as follows:

For each service category Offeror is proposing information technology professionals, Offeror shall provide the following rates:

- a. Base rate: The rate Offeror will provide information technology professionals that meet the minimum qualifications as stated in APPENDIX D (Service Categories).
- b. Upper rate: The maximum rate Offeror will provide information technology professionals that exceed the minimum qualifications with demonstrated success in the requirements as stated in APPENDIX D, (Service Categories) and the authorized users' statement of work.

6.1.2 Proposal prices shall be in the form of fully burdened hourly rates for each of the Vendor's positions offered. Rates shall be valid for one (1) year from the date of contract award. Rates may be modified annually thereafter upon written request, including justification from the vendor, and at the sole option of the Commonwealth, which may allow a rate increase as defined in Section 7., the Basic Ordering Agreement.

The Base Rates quoted in the proposal will remain the Base Rates throughout the life of the contract, if awarded, including any extensions or renewals of the original contract. Any increase in rates will be applied to the Upper Rates only.

6.2 On-Site Rates:

6.2.1 Vendor shall provide the **ON-SITE** information technology professional services in accordance with this Request for Proposal for the following proposed rates:

<u>Category Number</u>	<u>Service Category</u>	<u>Base Rate</u>	<u>Upper Rate</u>
1.	Computer Programming Services	\$	\$
2.	Computer Systems Analysis Support Services	\$	\$
3.	Computer System Security	\$	\$
4.	Consulting Services - Enterprise	\$	\$
5.	Consulting Services – Facility Engineering	\$	\$
6.	Consulting Services - Financial	\$	\$

Category Number	<u>Service Category</u>	<u>Base Rate</u>	<u>Upper Rate</u>
7.	Consulting Services – Graphics and Presentation	\$	\$
8.	Consulting Services – Middleware Integration	\$	\$
9.	Consulting Services - Operational	\$	\$
10.	Consulting Services - Organizational	\$	\$
11.	Consulting Services - Planning	\$	\$
12.	Consulting Services - Research and Analysis	\$	\$
13.	Consulting Services - Research Services	\$	\$
14.	Database Management Services	\$	\$
15.	Desktop Support	\$	\$
16.	EDMS Consulting Services	\$	\$
17.	EDMS Programming Services	\$	\$
18.	Electronic Commerce/EDI Consulting Services	\$	\$
19.	Electronic Commerce/EDI Programming Services	\$	\$
20.	GIS Consulting Services	\$	\$
21.	GIS Programming Services	\$	\$
22.	Help Desk Support	\$	\$
23.	IT Support Staff - Operations	\$	\$
24.	IT Training – Assessment	\$	\$
25.	IT Training – Classroom	\$	\$
26.	IT Training - Media-Based	\$	\$
27.	IT Training - Other Training Services		

<u>Category Number</u>	<u>Service Category</u>	<u>Base Rate</u>	<u>Upper Rate</u>
		\$	\$
28.	LAN/WAN Development/Upgrade (Planning, Design, Implement)	\$	\$
29.	LAN Integration (Planning, Design, Implementation)	\$	\$
30.	LAN/WAN Support	\$	\$
31.	Project Management Services	\$	\$
32.	Network Security Consulting	\$	\$
33.	Network Security Services	\$	\$
34.	Telecommunications Consulting	\$	\$
35.	Telecommunications Engineering Services	\$	\$
36.	Wireless Networking	\$	\$

6.3 Off-Site Rates:

6.3.1 Vendor shall provide the **OFF SITE** information technology professional services in accordance with this Request for Proposal for the following proposed rates:

Category Number	<u>Service Category</u>	<u>Base Rate</u>	<u>Upper Rate</u>
1.	Computer Programming Services	\$	\$
2.	Computer Systems Analysis Support Services	\$	\$
3.	Computer System Security	\$	\$
4.	Consulting Services - Enterprise	\$	\$
5.	Consulting Services – Facility Engineering	\$	\$
6.	Consulting Services - Financial	\$	\$
7.	Consulting Services – Graphics and Presentation	\$	\$
8.	Consulting Services – Middleware Integration	\$	\$
9.	Consulting Services - Operational	\$	\$
10.	Consulting Services - Organizational	\$	\$
11.	Consulting Services - Planning	\$	\$
12.	Consulting Services - Research and Analysis	\$	\$
13.	Consulting Services - Research Services	\$	\$
14.	Database Management Services	\$	\$
15.	Desktop Support	\$	\$
16.	EDMS Consulting Services	\$	\$
17.	EDMS Programming Services	\$	\$
18.	Electronic Commerce/EDI Consulting Services	\$	\$

Category Number	<u>Service Category</u>	<u>Base Rate</u>	<u>Upper Rate</u>
19.	Electronic Commerce/EDI Programming Services	\$	\$
20.	GIS Consulting Services	\$	\$
21.	GIS Programming Services	\$	\$
22.	Help Desk Support	\$	\$
23.	IT Support Staff - Operations	\$	\$
24.	IT Training – Assessment	\$	\$
25.	IT Training – Classroom	\$	\$
26.	IT Training - Media-Based	\$	\$
27.	IT Training - Other Training Services	\$	\$
28.	LAN/WAN Development/Upgrade (Planning, Design, Implement)	\$	\$
29.	LAN Integration (Planning, Design, Implementation)	\$	\$
30.	LAN/WAN Support	\$	\$
31.	Project Management Services	\$	\$
32.	Network Security Consulting	\$	\$
33.	Network Security Services	\$	\$
34.	Telecommunications Consulting	\$	\$
35.	Telecommunications Engineering Services	\$	\$
36.	Wireless Networking	\$	\$

6.4 Off-Shore Rates:

6.4.1 Vendor shall provide the **OFF-SHORE** information technology professional services in accordance with this Request for Proposal for the following proposed rates:

Category Number	<u>Service Category</u>	<u>Base Rate</u>	<u>Upper Rate</u>
1.	Computer Programming Services	\$	\$
2.	Computer Systems Analysis Support Services	\$	\$
3.	Computer System Security	\$	\$
4.	Consulting Services - Enterprise	\$	\$
5.	Consulting Services – Facility Engineering	\$	\$
6.	Consulting Services - Financial	\$	\$
7.	Consulting Services – Graphics and Presentation	\$	\$
8.	Consulting Services – Middleware Integration	\$	\$
9.	Consulting Services - Operational	\$	\$
10.	Consulting Services - Organizational	\$	\$
11.	Consulting Services - Planning	\$	\$
12.	Consulting Services - Research and Analysis	\$	\$
13.	Consulting Services - Research Services	\$	\$
14.	Database Management Services	\$	\$
15.	Desktop Support	\$	\$
16.	EDMS Consulting Services	\$	\$
17.	EDMS Programming Services	\$	\$
18.	Electronic Commerce/EDI Consulting Services	\$	\$
19.	Electronic Commerce/EDI Programming		

Category Number	<u>Service Category</u>	<u>Base Rate</u>	<u>Upper Rate</u>
	Services	\$	\$
20.	GIS Consulting Services	\$	\$
21.	GIS Programming Services	\$	\$
22.	Help Desk Support	\$	\$
23.	IT Support Staff - Operations	\$	\$
24.	IT Training – Assessment	\$	\$
25.	IT Training – Classroom	\$	\$
26.	IT Training - Media-Based	\$	\$
27.	IT Training - Other Training Services	\$	\$
28.	LAN/WAN Development/Upgrade (Planning, Design, Implement)	\$	\$
29.	LAN Integration (Planning, Design, Implementation)	\$	\$
30.	LAN/WAN Support	\$	\$
31.	Project Management Services	\$	\$
32.	Network Security Consulting	\$	\$
33.	Network Security Services	\$	\$
34.	Telecommunications Consulting	\$	\$
35.	Telecommunications Engineering Services	\$	\$
36.	Wireless Networking	\$	\$

COMMONWEALTH OF VIRGINIA
BASIC ORDERING AGREEMENT

This Basic Ordering Agreement (BOA) is entered into as of the date of award of the Commonwealth's RFP 2001-012 between _____, a _____ corporation authorized to do business in the Commonwealth of Virginia with a primary place of business at _____ hereinafter referred to as the "Vendor" or "Contractor", and the Commonwealth of Virginia, hereinafter referred to as "Customer", "State" or "Commonwealth" or "Authorized User".

This Agreement shall be construed as a continuing offer by the Vendor to perform specified services which the Customer may accept from time to time by the placement of either Purchase Orders or Task Orders, hereinafter referred to as "Orders" as described herein. No obligation for services or costs shall be incurred by either party hereto unless and until an Order or other written authorization has been executed by the Contracts Manager, DIT, or other as authorized.

As used throughout, the following terms shall have the meaning set forth below:

- o The term "Agreement" means the Basic Ordering Agreement and includes the provisions identified below.
- o The term "Purchase Order" and/or "Task Order" means each individual "Order" authorized under this Basic Ordering Agreement.
- o The term "Work Order" means the additional terms and conditions attached to this Basic Ordering Agreement as ATTACHMENT "1" to The Basic Ordering Agreement to RFP 2001-012.
- The term "Customer" means the Commonwealth of Virginia's Agencies and Institutions, or other Authorized User.

ARTICLE I - WORK ORDERS

1. Work Orders issued hereunder shall be initiated and processed as set forth in Article II herein.
2. Said Work Orders shall contain, among other provisions:
 - a. A reference to this Agreement;
 - b. Statement of Work;
 - c. Statement of Type of Work Order and costs or price; and,

- d. Delivery or Performance Schedule.
3. An individual Work Order may be written into either of the following two types:
 - a. Time and Material Type: A Time and Material Work Order shall list the services to be performed by labor category of personnel desired together with specific computer or tabulating services and hourly costs associated with each. Time and Material Work Orders will contain a "Not to Exceed" limitation. When a "Not to Exceed" limitation is employed, it shall impose obligations upon the parties in accordance with the "Limitation of Cost" provisions in ARTICLE V – MANDATORY TERMS AND CONDITIONS.
 - b. Fixed Price Type: A Fixed Price Work Order shall be negotiated where technical requirements can be set forth in sufficient detail to enable the Vendor to contract on such a basis. A Fixed Price Work Order may be negotiated for personnel services while other costs associated with the Work Order such as computer services can be included in the same Work Order on a Time and Material basis.
4. Pricing for all Time and Material Work Orders shall be in accordance with the rate schedule provided by the Vendor and set forth in RFP 2001-012 "the pricing Schedule".
5. All Work Orders shall be incorporated as an integral part of this Agreement. Additional terms and conditions or clauses concerning individual Work Orders may be included with and form part of the Work Order. In the event the additional terms and conditions and/or clauses included in a Work Order conflict with any terms and conditions or clauses of this Agreement, the terms of the Work Order shall govern as concerns that individual Work Order only.

ARTICLE II - ACTIVATION OF ORDERS

1. The following procedure will be used to initiate and activate an Order under this Agreement:
 - a. The Customer will prepare an Order in duplicate, together with all necessary technical attachments, and provide the Order to the Vendor.
 - b. The Vendor shall review the Order and, upon acceptance by the Vendor, cause the Order to be executed by a duly authorized Vendor representative, and return both Vendor executed documents to the Customer.
 - c. The Customer, upon acceptance of the Vendor's executed documents, shall execute the Order and return one fully executed Order to the Vendor. One fully executed Order shall be attached to and shall be made an integral part of this Basic Ordering Agreement (BOA).

ARTICLE III - PERIOD OF PERFORMANCE

1. This Agreement shall remain in full force and effect for a period of two (2) years from the date of award, unless sooner terminated or discontinued in accordance with other terms of this Agreement, or extended in accordance with the provisions of the attached Work Order.
2. As evidenced by written amendments hereto, this Agreement can be extended at the Commonwealth's sole discretion for two (2) additional one (1) year periods, provided however that no additional costs are incurred unless specifically approved by the Contracts Manager, DIT.
3. The terms of this Agreement and its incorporated Work Orders and other related Orders shall survive the period of performance stated in Sections 1 and 2 above until such time as all Work Orders and Orders (executed prior to the expiration date of this BOA) have been completely performed.

ARTICLE IV - INVOICING AND PAYMENT

1. Where performance contemplated by the Work Order is longer than one (1) month, the Vendor shall invoice monthly in arrears.
 - a. On Time and Material Work Orders, invoices will be at the billing rates set forth in the Pricing Schedule (RFP 2001-012) for all efforts performed during the invoice period. Invoices shall provide as a minimum the following information:
 - (1) Name of assigned employee(s)
 - (2) Date of assignment
 - (3) Rate per hour
 - (4) Hours worked
 - (5) Order Number
 - (6) Vendor's Federal Tax Identification Number (FIN)
 - b. On Fixed Price Work Orders, a mutually acceptable billing schedule shall be defined in the Work Order.
2. Where the performance under an individual Work Order is to be completed in less than one (1) month, the Vendor shall invoice the Customer for the full amount of the Work Order at the completion thereof.
3. A maximum of fifteen percent (15%) of each Fixed Price invoice may be withheld pending completion and acceptance of the total project.

ARTICLE V – MANDATORY TERMS AND CONDITIONS

1. ENTIRE AGREEMENT

It is expressly agreed that the Basic Ordering Agreement, the Work Order issued hereunder, RFP 2001-012 and the Vendor's response thereto which have been accepted by the Commonwealth and has resulted in an award to the Vendor, and all Orders issued under this Agreement constitute the entire agreement of the parties in relation to the subject matter hereof, and that no other agreement or understandings, verbal or otherwise, exist between the parties except as herein expressly set forth.

2. VENDORS MANUAL:

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of this manual is normally available for review at the purchasing office and in addition, a copy can be obtained by calling the Division of Purchasing and Supply at (804) 786-3842, or by visiting the DPS website at <http://www.dgs.state.va.us/dps/>.

3. APPLICABLE LAWS AND COURTS:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

4. NON-APPROPRIATION:

All orders for Equipment and services and all payment obligations under this Agreement are subject to appropriated funds being available for expenditures for that purpose. The Commonwealth shall promptly notify the Contractor of any action denying such funding. In such event, any outstanding order shall be canceled without further obligation to the extent the affected Equipment or Services have not yet been duly delivered and accepted.

5. ANTI-DISCRIMINATION:

By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 11-51 of the Virginia Public Procurement Act.

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

6. ETHICS IN PUBLIC CONTRACTING:

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor, in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

7. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By submitting their proposals, offerors, certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

8. DEBARMENT STATUS:

By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

9. ANTITRUST:

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, titles and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

10. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFP's

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

11. CLARIFICATION OF TERMS:

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

12. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers if discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoice charges. Charges which appear to be unreasonable will be researched and challenged and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 11-69).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - i. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - ii. To notify the agency and the subcontractor(s), in writing, if the contractor's intention to withhold payment and the reason.

- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (ii) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

13. PRIME CONTRACTOR RESPONSIBILITIES:

The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

14. QUALIFICATIONS OF OFFERORS:

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy any questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

15. TESTING AND INSPECTION:

All work under an Order shall be subject to inspection by the Customer, to the extent practicable at all times and places, including the period of design or processing, but in any event, prior to acceptance. All inspections by the Customer shall be performed in such a manner as not to unduly delay the work. Unsatisfactory work shall be corrected prior to acceptance.

If any inspection or acceptance test is made by the Customer on the premises of the Vendor, the Vendor, without additional charge, shall provide reasonable facilities and assistance for the safety and convenience of the Customer's inspectors in the performance of their duties. If the Customer's inspection or test is made at a place other than the premises of the Vendor, it shall be at the expense of the Customer when cost is incurred by the Vendor. Suitable acceptance criteria shall be included in the Work Statement as part of the Order.

16. ASSIGNMENT OF CONTRACT:

To the fullest extent permitted by law, the parties agree that Contractor's rights under this Agreement shall not be assignable, in whole or in part, to any other party without the Department of Information Technology's (DIT's) written consent, and that any purported assignment or transfer without such consent shall be null and void. If any law limits the right of the parties to prohibit assignment or nonconsensual assignments, the effective date of the

assignment shall be as follows. The Contractor shall give the Customer's purchasing office prompt written notice of the assignment, signed by authorized representatives of both the Contractor and the assignee. This written notice shall be on DIT's "Assignment Notice / Payment Instruction" form and shall provide all information requested on that form. Copies of the form may be obtained from the Contracts Manager DIT. Upon Customer's acknowledgment of receipt of the properly executed form, the Assignee shall notify the Fiscal Officer, Customer of the assignment and shall supply the DIT Fiscal Officer with a copy of the properly executed form. Any payments made by Customer prior to receipt of such notification and form shall not be covered by this assignment.

17. CHANGES/AMENDMENTS

This contract may be modified in accordance with Section 11-55 of the Code of Virginia. Such modifications may only be made by the representatives noted below. By written notice to the Vendor, the Customer may, from time to time, make changes in drawings, designs, specifications, place of delivery, and property and services being furnished to the Vendor by the Customer. If any change causes an increase or decrease in price of an Order, in the time required for its performance, or otherwise affects any other provision of the Order, the Vendor shall promptly and within thirty (30) days from the date of receipt of the change notify the Customer thereof in writing asserting its claim for adjustment, and an equitable adjustment may be made and incorporated into the Order. **THE ISSUANCE OF INFORMATION, ADVICE, APPROVALS, OR INSTRUCTIONS BY CUSTOMER'S TECHNICAL PERSONNEL OR OTHER REPRESENTATIVES SHALL BE DEEMED EXPRESSIONS OF PERSONAL OPINIONS ONLY AND SHALL NOT AFFECT THE VENDOR'S AND CUSTOMER'S RIGHTS AND OBLIGATIONS HEREUNDER UNLESS THE SAME IS IN WRITING SIGNED BY THE PARTIES AND EXPRESSLY STATES THAT IT CONSTITUTES A CHANGE TO THE ORDER.** The official for approval of any contract modification is:

Commonwealth of Virginia
Department of Information Technology (DIT)
DIT Contracts Manager
Richmond Plaza Building, Lobby Level
110 South 7th Street
Richmond, Virginia 23219

18. DEFAULT:

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Commonwealth may have.

19. TAXES:

Sales to the Commonwealth of Virginia are normally exempt from state sales tax. State sales and use certificates of exemption Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

20. ANNOUNCEMENT OF AWARD:

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on _____ for a minimum of ten days.

21. DRUG-FREE WORKPLACE:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontract or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana during the performance of this contract.

22 CONTRACTOR'S REPORT OF SALES

The Contractor must report the quarterly dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this Contract by calendar quarter; i.e., January through March, April through June, July through September, and October through December. The dollar value of a sale is the price paid by the user for products and services on a Contract order as recorded by the Contractor. The reported Contract sales value must include the Industrial Funding Adjustment, as delineated in paragraph entitled "Industrial Funding Adjustment". The Contractor shall provide this report in hard copy to the Controller, DIT, and a copy of the report to the Contracts Manager, DIT, both within 30 days after the end of each quarterly reporting period as defined herein. The report must show each individual item and quantities purchased and the purchaser. The report is required to be hard copy. DIT may at a later time, agree to an electronic version of the report, however, in lieu of any express agreement by both parties as to the electronic format, the Commonwealth will only accept a hardcopy version. The Contractor shall define "sale" prior to the first reporting period and then shall maintain that definition through out the term of this Agreement. Sale may be defined as; 1) when the Commonwealth pays the purchase price, or 2) when the Commonwealth accepts the Products or 3) other as defined by the Contractor.

23. INDUSTRIAL FUNDING ADJUSTMENT

The Contractor must pay DIT, an Industrial Funding Adjustment (IFA). The Contractor must remit the IFA within 30 days after the end of each quarterly reporting period as established in the clause entitled "Contractor's Report of Sales". The IFA equals two percent (2%) of the total quarterly sales reported. Contractor shall remit the IFA together with a copy of the Contractor's Report of Sales as delineated in the above paragraph. The IFA reimburses the Commonwealth and defrays the costs for IT procurement and the administration of the subsequent awards. The IFA amount due must be paid by check with identification of "Contract number", "report amounts", and "report period", on either the check stub or other

remittance material. DIT may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DIT that validates the electronic funds transfer, then the payment shall be made by check as described herein made payable to the Controller, DIT.

If the full amount of the IFA is not paid within 30 calendar days after the end of the applicable reporting period, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the IFA in a timely manner may result in termination or cancellation of this Contract. Willful failure or refusal to furnish the required reports, falsification of sales reports, or failure to make timely payment of the IFA constitutes sufficient cause for terminating this Contract for default.

It is the intent of the Commonwealth to capture 2% of all sales, including temporary reduced pricing, fire sales, one time sales, trade ins, promotional items that have been marked down and all sales to the Commonwealth under this Agreement.

24 INSURANCE

By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 11-46.3 and 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation – Statutory requirements and benefits; require that the Commonwealth of Virginia be added as an additional named insured on Contractor's policy.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
4. Automobile Liability - \$500,000 – Combined single limit. (Only if motor vehicle is to be used in the contract.)

25. RISK OF LOSS

All work, including data, after delivery to the Customer, but prior to acceptance, shall become the responsibility of the Customer to protect same from risk of loss, damage, or destruction. The Customer shall be liable for such loss, damage or destruction and replacement of the items so lost, damaged or destroyed shall be at the sole expense of the Customer. To minimize potential problems due to this loss, damage, or destruction, Vendor shall insure that additional copies of the work are available at Vendor's office.

26. PROPRIETARY INFORMATION, DUPLICATION AND DISCLOSURE

The Vendor agrees that proprietary information disclosed by the Customer to the Vendor for the purpose of an Order shall be held in confidence, as required by this Section and others herein, and used only in performance of the Order. No item designed for or by the Customer shall be duplicated or furnished to others without prior written consent of the Customer. All products of an Order are the sole and exclusive property of the Commonwealth of Virginia.

27. PATENT(S), COPYRIGHT(S), AND/OR TRADE SECRET(S) PROTECTION

Contractor, at its own expense, shall defend any suit brought against the Commonwealth for the infringement of patents, copyrights or trade secrets enforceable in the United States if the claim of infringement is alleged to relate to or arise from the Contractor's or Commonwealth's use of any equipment, software, materials or information prepared, developed or delivered in connection with performance of this Agreement. In such suit, Contractor shall indemnify the Commonwealth, its agents, officers and employees for any loss, liability or expense incurred as a result of such suit.

The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.1-122 and Section 2.1-127 of the Code of Virginia or any successor statute. If principles of governmental or public law are involved, the Commonwealth may, at its option and expense, participate in the defense of the suit.

The Contractor shall not be required to indemnify the Commonwealth for liability arising solely out of the Commonwealth's own specifications or design or solely from the combination of equipment or software furnished hereunder with any equipment or software not supplied by the Contractor.

If, any Product or Service becomes, or in the Contractor's opinion, is likely to become, the subject of a claim of infringement, Contractor may, at its option, provide noninfringing substitutes that are satisfactory to the Commonwealth, or at Contractor's option and expense, may obtain the right for the Commonwealth to continue the use of such Product or Service.

If the use of such equipment or software by the Commonwealth is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth to continue using the software, the Contractor agrees to take back the infringing equipment, software, materials or information and refund the total amount the Commonwealth has paid Contractor under this Agreement, less one half (1/2) percent of the total paid for each month of use by the Commonwealth. This obligation is in addition to the obligations cited in the first four subparagraphs of paragraph 6. above.

28. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the contractor will not be liable under this contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and /or services delivered under this contract. This limitation of liability will not apply, however, to liability arising from 9a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the contractor; or (c) circumstances where the contract expressly provides a right to damages, indemnification or reimbursement.

29. EXCUSABLE DELAY

The Vendor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault or negligence of the Vendor or its subcontractor(s). Such causes may include, but are not restricted to acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the Vendor or its subcontractors.

30. SEVERABILITY

Each paragraph and provision of this Agreement is severable from the entire contract, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

31. TERMINATION OF BASIC ORDERING AGREEMENT FOR CONVENIENCE

This Agreement may be terminated upon thirty (30) days written notice by the Commonwealth of Virginia. Consistent with Article III, Section 3, the terms of this Agreement, its incorporated Work Order and related Orders shall survive the effective date of termination until such time as all Orders (executed prior to the termination of this BOA) have been completely performed in accordance with Article V, Section 19 herein.

32. TERMINATION OF WORK ORDERS FOR CONVENIENCE

Any individual Order under this Agreement may be terminated, in whole or in part, by the Customer for its convenience.

a. Termination of Time and Materials Order:

(1) Upon receipt of such written notice of termination as specified above, the Vendor shall, within thirty (30) days after receipt of written notice of termination, file a claim with the Customer which shall include an invoice for all costs incurred prior to termination.

(2) Upon receipt of payment for the Vendor's final invoice and the termination claim, the Vendor shall turn over to the Customer all completed programs, reports, data diagrams, and other materials generated during the performance of the terminated Order.

b. Termination of Fixed Price Work Orders:

(1) Upon receipt of written notice of termination, the Vendor shall, within thirty (30) days after receipt of written notice of termination, file a claim with the Customer which shall include an invoice for completed products delivered on or before the date of termination and which have been accepted by the Customer.

(2) There shall be no payment for partially completed deliverables except when progress payments are specified in the Order and the Vendor can provide evidence of progress prior to termination and which, in the sole opinion of the Customer, warrants payment for a partially completed and acceptable deliverable.

(3) Except as provided in 19.b.(2), there shall be no payment for deliverables contracted for but not delivered by the Vendor.

(4) When the Customer determines that the Vendor is in breach of this Basic Ordering Agreement and/or any Order incorporated hereunder, in no event shall any monies be due the Vendor for products or services which have not been delivered or services performed which are deemed unacceptable by the Customer.

33. BREACH

In the event of breach by the Vendor of any authorized Order, the Customer shall have the right to immediately, or thereafter, terminate the Order or the entire Basic Ordering Agreement (without affecting the Basic Ordering Agreement with respect to existing Orders). In the alternative, Customer may give written notice to the Vendor specifying the breach and providing a period of time in which such breach must be corrected. If the breach is not corrected within the period of time specified, the Order may be terminated.

The Commonwealth's failure to exercise its right to terminate for breach under this provision shall not be construed as a waiver of its right to terminate, rescind or revoke a contract in the event of any subsequent breach of any provisions of this Agreement.

34. LIMITATION OF COST

It is hereby stipulated and agreed that the total cost to the Customer for the performance of each Order will be within the "Not to Exceed" funding limitation set forth in the Order, and the Vendor agrees to perform the work specified and all obligations under the Order within such funding limitation. The Vendor agrees to notify the Customer in writing no later than when the billable amounts reach eighty percent (80%) of the funding limitation and will include in such notification an estimate to complete the requirements of the Order.

The Customer shall not be obligated to reimburse the Vendor for billing in excess of appropriated funding up to the funding limitation set forth in the Order, and the Vendor shall not be obligated to continue performance of the Order or to incur costs in excess of the funding limitations if such increased costs are due to additional project requirements identified by the Customer after the initiation of the project effort, unless and until a written Change Order or written amendment to the Order increasing the funding limitation is approved by the Customer.

In addition to the limitations set forth above, Fixed Price Work Orders may not be increased more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the Governor of the Commonwealth of Virginia or his designee.

35. EXAMINATION OF RECORDS

The Vendor agrees to keep and maintain adequate records pertinent documents and papers involving transactions related to each Order for a period of five (5) years from the date of final payment.

Customer shall have access to and the right to examine any such directly pertinent records, documents, and papers involving transactions related to each Order.

36. INVENTIONS

The Contractor is prohibited from obtaining any patent on any invention or other discovery resulting from Contractor's performance under the terms and conditions of this Agreement.

37. CONTRACTUAL DISPUTES

Contractual claims whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The public body will render its final decision in writing within 30 days after its receipt of Contractor's written claim.

A Contractor may not institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that Agency fails to render such decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 11-70, Code of Virginia or Administrative Appeals Procedure Section 11-71, Code of Virginia.

Any dispute, claim, or cause of action filed by Contractor (or any party making such claim on behalf of or under the rights of Contractor, his agents or any subcontractor) shall be governed by Sections 11-69, 11-70, 11-71, Code of Virginia (1950), as amended, and any period of limitation set forth therein.

38. COMMONWEALTH'S RIGHTS TO SOFTWARE AND DOCUMENTATION

All materials generated under an Order shall be considered work made for hire. The Commonwealth shall have all rights, title and interest in or to all products, work plans, project reports, designs, programs, data bases and documentation developed or generated under this Agreement, including, without limitation, unlimited rights to use, duplicate, modify or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Contractor, from doing so. To the extent the Contractor may be deemed at any time to have any of the foregoing rights, the Contractor agrees to irrevocably assign and does hereby irrevocably assign such rights to the Commonwealth.

Contractor warrants that all documentation provided under an Order shall be of sufficient quality and detail to pass without objection in the trade and to enable outside parties and Commonwealth staff to maintain or modify the materials generated hereunder. Such warranty shall extend beyond the date of final acceptance of materials generated hereunder for a period of one (1) year.

The Contractor hereby agrees that the rights granted by this Section of this Agreement are irrevocable. Notwithstanding anything else in this Agreement by the Commonwealth, the Contractor's remedy shall not include any right to rescind, terminate or otherwise revoke or invalidate the provisions of this Section of this Agreement. Similarly, no termination of this Agreement by the Commonwealth shall have the effect of rescinding, terminating or otherwise invalidating the provisions of this Section of this Agreement.

39. CONFIDENTIALITY OF INFORMATION

CONTRACTOR AGREES TO OBSERVE COMPLETE CONFIDENTIALITY WITH RESPECT TO ALL ASPECTS OF ANY CONFIDENTIAL INFORMATION, PROPRIETARY DATA AND/OR TRADE SECRETS AND ANY PARTS THEREOF, WHETHER SUCH CONTENTS ARE THE COMMONWEALTH'S OR OTHER MANUFACTURER, VENDOR OR DISTRIBUTOR WHEREBY CONTRACTOR OR ANY CONTRACTOR'S PERSONNEL MAY GAIN ACCESS WHILE ENGAGED BY THE COMMONWEALTH OR WHILE ON COMMONWEALTH PREMISES. REVEALING, COPYING OR USING IN ANY MANNER WHATSOEVER ANY SUCH CONTENTS WHICH HAVE NOT BEEN AUTHORIZED BY THE COMMONWEALTH ARE STRICTLY PROHIBITED. THE RESTRICTIONS HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON AND SHALL CONTINUE IN FULL FORCE AND EFFECT AND SHALL BE BINDING UPON THE CONTRACTOR, HIS AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS, SUBCONTRACTORS OR ANY PARTY CLAIMING AN INTEREST IN THIS AGREEMENT ON BEHALF OF OR UNDER THE RIGHTS OF CONTRACTOR FOLLOWING ANY TERMINATION. CONTRACTOR SHALL ADVISE ALL CONTRACTOR'S AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS AND SUBCONTRACTORS WHICH ARE ENGAGED BY THE COMMONWEALTH OF THE RESTRICTIONS, PRESENT AND CONTINUING, SET FORTH HEREIN. CONTRACTOR SHALL DEFEND AND INCUR ALL COSTS, IF ANY, FOR ACTIONS WHICH ARISE AS A RESULT OF NON-COMPLIANCE BY CONTRACTOR, HIS AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS AND SUBCONTRACTORS REGARDING THE RESTRICTIONS HEREIN.

ATTACHMENT "1"

TO

BASIC ORDERING AGREEMENT

COMMONWEALTH OF VIRGINIA

WORK ORDER

REFERENCE: Basic Ordering Agreement (BOA) between _____ hereinafter referred to as "Contractor", and the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State", dated _____ and the Contractor's response to RFP 2001-012, dated _____, 2000 are incorporated herein by reference as integral parts of this Work Order.

**DATE OF
ISSUANCE:** _____

OBJECTIVE: To provide agencies and institutions of the Commonwealth with qualified data processing consulting services including _____ services to augment the Commonwealth's development staffs on an AS REQUIRED BASIS.

**STATEMENT
OF WORK:** The Contractor shall provide qualified personnel, as identified by the above referenced RFP 2001-012 to fill the positions of:

AS IDENTIFIED IN RFP 2001-012

Expertise of Contractor's personnel shall be required in the disciplines listed in FRP 2001-012.

**TYPE OF
AGREEMENT:** This Work Order is issued under the Time and Materials or Fixed Price provisions of the Basic Ordering Agreement referenced above.

**ORDER OF
PRECEDENCE:**

Any conflict between the Basic Ordering Agreement (BOA), Work Order, and RFP 2001-012 will be resolved in the following order of precedence:

- 1st: The Work Order (ATTACHMENT "1");
- 2nd: RFP 2001-012 dated January, 2001;
- 3rd: Basic Ordering Agreement, Section 7 of RFP 2001-012 deemed to have been entered into_____
- 4th: Related Orders issued hereunder.

**CUSTOMER POINTS
OF CONTACT**

The individuals listed below are the Customer Points of Contact for requesting vendor Services and coordinating vendor work assignments:

**PROCEDURE FOR
ORDERS:**

The Customer shall be provided a written or telephonic request setting forth the tasks and/or required skills of the position(s). The Contractor, upon receipt of the request, shall Provide Customer with the resumes of Contractor's qualified and available personnel within seventy-two (72) hours from the date of the request. Customer shall review the qualifications of the individuals presented. Customer shall have the option to conduct personal interviews with the candidates presented by the Contractor. If Customer, in its sole discretion, determines that the individual(s) reviewed is/are acceptable, Customer shall either issue a Purchase Order or request the DIT Contracts Manager to issue a Task Order, hereinafter referred to as "Orders", for the specific individuals requested. Customer reserves the right to refuse any or all individuals presented by the Contractor. Upon receipt of an Order, the Contractor shall have five (5) working days to countersign the Order and return it to Customer or the DIT Contracts Manager and cause the named individual to report to work on the date specified in the Order.

CONTRACTOR'S PERSONNEL ARE NOT AUTHORIZED TO COMMENCE WORK ON ANY ORDER ISSUED UNDER THIS CONTRACT, UNTIL THE CONTRACTOR HAS COUNTERSIGNED THE ORDER AND RETURNED IT TO ISSUING OFFICE. AND WORK PERFORMED BY THE CONTRACTOR PRIOR TO THIS DATE MAY NOT BE BILLED AND/OR ACCEPTED BY CUSTOMER'S FISCAL OFFICER.

In the event the specified individual fails to report at the time/date specified in the Order, the Contractor shall be considered to have breached the Work Order and the State may take such actions as are set forth in item entitled "BREACH" of Article V, Mandatory Terms and Conditions, of the BOA.

The use of subcontractor personnel is authorized as identified herein, RFP 2001-012.

In the event none of the personnel submitted by Contractor are deemed, at Customer's sole discretion, to be fully qualified by Customer, then Customer may obtain the required services from other sources in compliance with the Virginia Public Procurement Act.

**PAYMENT OF
INVOICES:**

All invoices shall be submitted in accordance with Article IV of the BOA. The Contractor will provide Customer with an itemized invoice setting forth the specific tasks on which work was accomplished, the number of fully burdened hours expended, and the individual's name and rate against which the invoice is submitted. Fractions of fully burdened hours worked shall be pro-rated at that individual's hourly rate. Upon execution by both parties of a mutually agreed to Order, invoices may be submitted on a monthly basis, in arrears, for work expended and shall be approved by Customer's Project Officer and Customer's Fiscal Officer prior to payment.

CUSTOMER RESERVES THE RIGHT TO REFUSE PAYMENT FOR HOURS EXPENDED WHICH WERE NOT FULLY BURDENED AND FOR HOURS EXPENDED ON WORK WHICH IS SUBSEQUENTLY DETERMINED BY CUSTOMER TO BE UNACCEPTABLE.

In the event Contractor's personnel are required by Customer to travel away from Customer's central facility to perform related tasks, Customer shall reimburse Contractor for actual out-of-pocket expenses which are reasonable and judicious in accordance with the latest published version of Department of Accounts' Lodging guidelines. Such reimbursement shall not exceed the rates set forth below:

Contractor Furnished Transportation.\$\$.27 per mile

Meals and Lodging.....\$136.00 per day
Customer shall not incur additional costs under any circumstances whatsoever.

**STATE'S RIGHTS
TO COMPUTER
SOFTWARE AND
DOCUMENTATION:**

The Commonwealth of Virginia shall have unlimited rights (TITLE) to specific software, including source code, and all documentation developed or generated under this Contract. Unlimited rights shall mean the right to use in whole or in part, in any manner or for any purpose whatsoever, and to have or permit others to do so.

REPORTING:

Contractor shall provide a monthly report to the Customer's Project Officer setting forth the total number of hours invoiced each month and the total dollar value of services provided. This report shall be provided as of the end of each calendar month and shall be cumulative. Additionally, a copy of this report shall be provided at the same time to the DIT Contracts Manager, 110 S. 7th Street, Richmond Plaza Building (Lobby Floor), Richmond, VA 23219. The State shall not incur any costs for the preparation of or the providing of such reports.

**HOURS OF
OPERATION:**

Normal hours of operation will be from 8 a.m. to 5 p.m., Monday through Friday (State holidays excluded); however, Contractor's personnel may be required to work additional hours and weekends when required to meet Customer project related requirements and/or suspense dates. When additional hours are required Customer's Project Officer will provide sufficient advance notice for proper planning. In no event shall the billing rate for hours expended outside the normal hours of operation exceed the hourly rate set forth in this Work Order.

**RESOURCE
COMMITMENT:**

Contractor shall specifically commit, and shall make available at the date(s) specified, the NAMED individual(s) identified in each Order.

TERMINATION:

The Contractor agrees not to remove any personnel assigned under an Order without the approval of the Customer Project Officer.

In the event the individual(s) assigned to a task become unavailable, either through reemployment or sickness, or unable to perform at an acceptable level, the Contractor agrees to provide a qualified replacement. If the replacement offered is unacceptable to Customer, the Order may be terminated, or at the sole option of Customer, allotted to other individuals under a new or existing Order. Replacement personnel may also be acquired from a third party Contractor.

Should any Contractor's personnel be removed due to sickness, reemployment, or for nonperformance of assigned tasks, the replacement will perform his/her duties for a period of ten (10) working days at no cost to Customer. This period of time is provided for the individual to become familiar with Customer's program(s) and his/her relationship to the Overall system.

BILLING

The billing rates listed in the Schedule of RFP 2001-012 are approved for the positions listed below:

AS DELINEATED IN RFP 2001-012

**PRICE
INCREASES**

Contractor will provide services as defined in this Contract for a period not to exceed four (4) years. Such services shall be provided in accordance with the Contractor's price set forth in the Schedule, for a period of one (1) year. Increases for additional periods shall, be at the sole discretion of the Commonwealth, and if accepted, be effective on each anniversary date for each succeeding year. All price increases will be governed by Employment Cost Index of the US Bureau of Labor Statistics for the latest twelve months for which statistics are available, as denoted in the latest news release of the National Compensation Survey Employment Cost Trends (ECT) section, Table 3, entitled *"Employment Cost Index for total compensation for private industry workers, by industry and occupational group,"* under *"Occupational group,"* in the category *"Administrative Support, including clerical."* Increases shall not exceed the above index's most recent percentage available to the Commonwealth as published by the Bureau of Labor Statistic's at their website <http://stats.bls.gov/news.release/eci.t03.htm>, or by telephone at 202-691-5200. If prices for the services remain the same or decrease for succeeding years, the State shall be afforded the opportunity to renew the services at the lowest available price available to any other customer.

TERM: This Work Order will automatically terminate two years after award. However, the Commonwealth at its sole option, reserves the right to extend this Work Order for two additional one year periods. The Contractor will be given thirty days advance written notice of the Commonwealth's requirement to extend this Work Order.

THE CONTRACTOR AND THE COMMONWEALTH BY THEIR EXECUTION OF THIS AGREEMENT ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS WORK ORDER, RFP 2001-012.

ATTACHMENT "2"
TO
BASIC ORDERING AGREEMENT
COMMONWEALTH OF VIRGINIA

Department of Information Technology

SAMPLE TASK ORDER
CONTRACT VA-00xxxx-xxx

TASK ORDER #01-____

APR # _____ DATE _____, 2000

CONTRACTOR _____	USING _____
_____	AGENCY _____
_____	_____
_____	_____

<u>NAME</u>	<u>FIXED OR</u> <u>T&M RATE</u>	<u>PERSONNEL</u> <u>CATEGORY</u>	<u>HOURLY</u> <u>RATE</u>	<u>REPORTING</u> <u>DATE</u>	<u>APPROXIMATE</u> <u>COMPLETION DATE</u>
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PROGRAM
IDENTIFICATION

PROJECT
OFFICER

TOTAL NOT TO EXCEED
COST TASK ORDER #

Name:
Phone:

By signing and returning this order the Contractor agrees that the terms and conditions of the Basic Ordering Agreement (BOA) between Contractor and the Commonwealth of Virginia dated _____, 2000 and Work Order VA-00XXXX-____ apply to this tasking.

CONTRACTOR

COMMONWEALTH OF VIRGINIA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**APPENDIX A
REQUEST FOR PROPOSAL 2001-012**

**INSTRUCTIONS FOR PROVIDING INFORMATION PERTAINING TO
CONTRACTS WITH AND PLANNED INVOLVEMENT OF SMALL BUSINESSES
AND BUSINESSES OWNED BY WOMEN AND MINORITIES**

The Offeror must submit the following three sets of data for small business, women-owned business and minority-owned business:

(1) Ownership; (2) utilization of small, women-owned, and minority-owned businesses for the most recent 12 months; and (3) planned involvement of small businesses, women-owned businesses and minority-owned businesses on the instant procurement.

1. Participation by Small Business:

- a. Offeror certifies that it () is, () is not, a small business concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the United States Small Business Administration.
- b. List small business(es) with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From _____ To: _____

<u>FIRM NAME, ADDRESS & PHONE NO.</u>	<u>CONTACT PERSON</u>	<u>TYPE GOODS/ SERVICES/DOLLARS</u>	<u>% TOTAL CO. EXPENDITURES FOR GOODS & SERVICES</u>
---	---------------------------	---	--

- c. Describe offeror's plans to involve small businesses in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

FIRM NAME ADDRESS & PHONE NO.	CONTACT PERSON	TYPE GOODS/ SERVICES/DOLLARS	% OF TOTAL CONTRACT DOLLARS
-------------------------------------	-------------------	---------------------------------	-----------------------------------

2. Participation by Businesses Owned by Women:

- a. Offeror certifies that it () is, () is not, a women's business enterprise or women-owned business. For the purpose of this procurement, a women-owned business is a concern that is at least 51 percent owned by a woman or women who also control and operate it. In this context, "control" means exercising that power to make policy decisions, and "operate" means being actively involved in the day-to-day management.
- b. List businesses owned by women with which the offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From _____ To: _____

FIRM NAME, ADDRESS & PHONE NO.	CONTACT PERSON	TYPE GOOD/ SERVICES/DOLLARS	% OF TOTAL CONTRACT DOLLARS
--------------------------------------	-------------------	--------------------------------	-----------------------------------

- c. Describe Offeror's plans to involve businesses owned by women in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

FIRM NAME, ADDRESS/ PHONE NO.	CONTRACT PERSON	TYPE GOODS/ SERVICES	% OF TOTAL CONTRACT DOLLARS
-------------------------------------	--------------------	-------------------------	--------------------------------

3. Participation of Businesses Owned by Minorities:

- a. Offeror certifies that it () is, () is not, a minority business enterprise of minority-owned business. For the purpose of this procurement, a minority-owned business is a concern that is at least 51% owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to Blacks, Hispanic Americans, Asian Americans, American Indians, Eskimos, and Aleuts.
- b. List businesses owned by minorities with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From _____ To: _____

% TOTAL CO.

FIRM NAME, ADDRESS / PHONE NO.	CONTACT PERSON	TYPE GOODS/ SERVICES/DOLLARS	EXPENDITURES FOR GOODS & SERVICES
--------------------------------------	-------------------	---------------------------------	---

- c. Describe Offeror's plans to involve minority businesses in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

FIRM NAME, ADDRESS & PHONE NO.	CONTRACT PERSON	TYPE GOODS/ SERVICES	% OF TOTAL CONTRACT DOLLARS
--------------------------------------	--------------------	-------------------------	--------------------------------

APPENDIX B
REQUEST FOR PROPOSAL 2001-012

SAMPLE FORMS FOR PROVIDING INFORMATION PERTAINING TO
CONTRACTS WITH AND PLANNED INVOLVEMENT OF SMALL BUSINESSES
AND BUSINESSES OWNED BY WOMEN AND MINORITIES

B-1

CONTRACTS WITH SMALL BUSINESSES

PERIOD: From _____ To _____

***This Reflects

% Of Total Co.

Firm Name,

Address &

Phone No.

Contact

Person Services

Type Goods/ Dollar

Amounts

Expenditures

For Goods/Services

From Small Bus.'s

OFFEROR CERTIFIES THAT IT () IS, () IS NOT A SMALL BUSINESS CONCERN

OFFEROR: _____

RFP # _____

**PLANNED INVOLVEMENT OF SMALL BUSINESSES IN PERFORMANCE OF THIS
CONTRACT**

<u>Firm Name, Address & Phone Number</u>	<u>Contact Person</u>	<u>Amount for Goods & Services</u>	<u>Type Goods & Services</u>
--	---------------------------	--	--------------------------------------

OFFEROR CERTIFIES THAT IT () IS, () IS NOT A SMALL BUSINESS CONCERN

OFFEROR: _____ RFP

**CONTRACTS WITH WOMEN'S BUSINESSES ENTERPRISES / WOMEN-OWNED
BUSINESSES**

PERIOD: From _____ To _____

***This Reflects

% Of Total Co.

Firm Name, Address & <u>Phone No.</u>	Contact <u>Person</u>	Type Goods/ <u>Services</u>	Dollar <u>Amounts</u>	Expenditures For Goods/Services <u>From Small Bus.'s</u>
---	--------------------------	--------------------------------	--------------------------	--

OFFEROR CERTIFIES THAT IT () IS, () IS NOT A WOMEN'S OWNED BUSINESS

OFFEROR: _____

RFP # _____

**PLANNED INVOLVEMENT OF WOMEN-OWNED BUSINESSES IN PERFORMANCE OF THIS
CONTRACT**

<u>Firm Name, Address & Phone Number</u>	<u>Contact Person</u>	<u>Amount for Goods & Services</u>	<u>Type Goods & Services</u>
--	---------------------------	--	--------------------------------------

OFFEROR CERTIFIES THAT IT () IS, () IS NOT A WOMEN'S BUSINESS CONCERN

OFFEROR: _____
RFP # _____

CONTRACTS WITH BUSINESSES OWNED BY MINORITIES

PERIOD: From _____ To _____

% Total Co.
Expenditures

<u>Firm Name, Address/</u> <u>Phone Number</u>	<u>Contact</u> <u>Person</u>	<u>Amount for Goods</u> <u>& Services</u>	<u>Type of</u> <u>Goods & Svcs.</u>
---	---------------------------------	--	--

OFFEROR CERTIFIES THAT IT () IS, () IS NOT A MINORITY BUSINESS:

OFFEROR: _____ RFP# _____

**PLANNED INVOLVEMENT OF MINORITY-OWNED BUSINESSES IN PERFORMANCE OF
THIS CONTRACT**

Firm Name, Address
& Phone Number

Contact
Person

Amount for
Goods &
Services

Type
Goods/
Services

OFFEROR CERTIFIES THAT IT () IS, () IS NOT A MINORITY-OWNED BUSINESS

OFFEROR: _____ RFP#: _____

APPENDIX C

REQUEST FOR PROPOSAL 2001-012 COMMONWEALTH OF VIRGINIA DEPARTMENT OF INFORMATION TECHNOLOGY VENDOR CLIENT REFERENCE FORM

VENDOR NAME:

<i>Service Category</i>	<i>Client 1</i>	<i>Client 2</i>	<i>Client 3</i>
Name of Firm:			
Address:			
Name of Contact:			
Contact Phone Number:			

<i>Service Category</i>	<i>Client 1</i>	<i>Client 2</i>	<i>Client 3</i>
Name of Firm:			
Address:			
Name of Contact:			
Contact Phone Number:			

APPENDIX D

INFORMATION TECHNOLOGY SUPPORT SERVICES CATEGORIES

	Service Category	Description
1	Computer Programming Services	Includes, but is not limited to, coding, testing (all levels), COTS integration, correcting, debugging, compiling, documentation, input/output functions, interfacing, change management, application and initial implementation training, enhancements, maintenance, and project management.
2	Computer Systems Analysis Support Services	Includes, but is not limited to, feasibility study, requirements definition, data modeling, process modeling, prototyping, conceptual design, detail design, COTS integration design, specifications construction, testing (all levels), implementation, COTS integration implementation, documentation, systems support and initial implementation training, data base design, planning, systems conversion and/or migration, and project management.
3	Computer System Security	Includes, but is not limited to, analysis, assessment, planning, and administering security of firewall, virus, PKI and VPN on platforms to include but not limited to mainframe, servers, microcomputers, and specialized computerized equipment.
4	Consulting Services - Enterprise	Includes, but is not limited to managing an enterprise using Capability Maturity Model (CMM), business and workflow process modeling, customer relationship management, business continuity planning, disaster recovery planning, IT personnel recruiting skills, large multi-task project management, enterprise wide strategic systems planning, business information planning, Business Process Re-engineering (BPR) and reverse engineering. Use of analytical and computational techniques and methodology for problem solutions. Quality control and quality assurance process management of automated and non-automated enterprise-wide systems, IV&V testing, risk management.
5	Consulting Services – Facility Engineering	Includes, but is not limited to engineering and consulting services for physical aspects of facilities supporting large scale computing and networking environments encompassing power systems, data center construction, UPS systems, facility environmentals, fire suppression, physical security, equipment layout and placement, wiring and cabling plans and other related services to achieve the optimum use, security, reliability and integrity of a large scale data center facility. Professional engineering services and project management services to assist in planning and implementation of data center facilities.
6	Consulting Services – Financial	Includes, but is not limited to, financial planning, cost control, systems/EDP audits, cost benefits/return-on-investments (ROI) analyses, Seat Management TCO analysis and project management.
7	Consulting Services – Graphics and Presentation	Includes, but is not limited to graphic design for Graphical User Interface (GUI) of legacy and new applications on the web, PC, and mainframe environments, presentation design, user interface skills.
8	Consulting Services – Middleware Integration	Includes, but is not limited to, integrating middleware products for connecting disparate applications/systems; connections between enterprise resource planning (ERP) applications such as SAP, Oracle, PeopleSoft, Clarify, applications and databases internet applications and legacy systems; CORBA; Application servers.
9	Consulting Services - Operational	Includes, but is not limited to, risk assessment, work-flow analysis, system/application/network, security consulting, system design, application prototyping, implementation and support services, scaling, facilities planning, communications, networking, system migration, conversion, performance monitoring/measurement, systems stress testing, quality control benchmarks, quality control and quality assurance process management of systems development and production environments, and project management as relevant

	Service Category	Description
		to IT operations.
10	Consulting Services - Organizational	Includes, but is not limited to, change management, ergonomics, skills analysis, information distribution, organization restructuring, impact analysis and project management as relevant to IT organizations.
11	Consulting Services - Planning	Includes, but is not limited to, requirements development, needs assessment, risk assessment, evaluation, migration strategies (new systems, upgrades, exit), planning, strategic initiatives, Joint Application Development (JAD) sessions, efficiency review, life cycle management, feasibility study and project management.
12	Consulting Services - Research and Analysis	Includes, but is not limited to, providing access to information technology research resources. Services include, but are not limited to, CD-ROM, Internet, Print, Fax and other electronic media or desktop technology.
13	Consulting Services - Research Services	Includes, but is not limited to, consulting research on specific information technology topics/initiatives and providing findings/solutions. Services include, but are not limited to, telephone consulting, videoconferencing, presentations, forecasting, white papers, workshops, and technology briefings.
14	Database Management Services	Includes, but is not limited to, consulting, design, modeling, development, deployment and management of databases on any platform to include but not limited to mainframe, server and standalone PC. Conducts performance monitoring/measurement, systems stress testing, quality control benchmarks.
15	Desktop Support	Includes, but is not limited to, installation of Commercial off-the-self products (COTS), optimizing, ghosting, desktop problem resolution analysis, installation of PCs, printers, scanners, and other PC peripherals.
16	EDMS Consulting Services	Includes, but is not limited to, imaging/digitizing, workflow, and Electronic Document Management Systems (EDMS). Services include, but are not limited to, risk assessment, workflow analysis, document indexing/queuing and workload management, system/application/network design and security consulting, application prototyping, project management, implementation and support services, system interface development, system migration strategies, document conversion (hardcopy to electronic or electronic to new system/media), performance monitoring/ measurement, systems stress testing/benchmarking, collaborative tools (implies BPR), consulting, briefings/presentation, document and records retention/archiving.
17	EDMS Programming Services	Includes, but is not limited to, programming, systems analysis, project management, workflow management and document tracking, database management and systems design, development, implementation and initial implementation training specific to Electronic Document Management Systems (EDMS) that requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.
18	Electronic Commerce/EDI Consulting Services	Includes, but is not limited to, analysis, design, web design, operation, monitoring, management and maintaining various forms of electronic government/commerce solutions and systems
19	Electronic Commerce/EDI Programming Services	Includes, but is not limited to, programming, systems analysis, project management, and systems design, development, web development, implementation and initial implementation training specific to Electronic Commerce/Electronic Data Interchange (EDI) that requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.
20	GIS Consulting Services	Includes, but is not limited to, analysis, mapping, operation, digitizing, capacity planning, design, intranet, internet, project management, consulting, presentations, documentation, and various other forms of Geographic Information Systems (GIS).

	Service Category	Description
21	GIS Programming Services	Includes, but is not limited to, programming, systems analysis, project management, systems utilization, database management and systems design, development, implementation and initial implementation training specific to Geographic Information Systems (GIS) that requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.
22	Help Desk Support	Includes, but is not limited to, the development, design, implementation and operation (on-site, off-site) of a Help Desk, including LAN technical support and LAN problem determination and diagnosis. This can also entail support, problem solving, and Help Desk documentation including all media, project management and other Help Desk duties.
23	IT Support Staff - Operations	Includes, but is not limited to, interim IT services which include the following: Computer Operator, Data Control Clerk, Lead Console Operator, Mainframe Documentation Specialist, Mainframe Help Desk Specialist, Operations Analyst, Operations Scheduler, Peripheral Operator, Print Operator, Production Control Specialist, Shift Supervisor, Systems Programmer, Tape Clerk, Tape Librarian and Tape Operator. In addition this includes, but is not limited to, interim services employed to supplement or augment LAN administration or LAN management duties for an agency.
24	IT Training - Assessment	Includes, but is not limited to, training needs assessment and needs analysis, skills gap analysis, training plans, and training management software tools.
25	IT Training - Classroom	Includes, but is not limited to, on-site, off-site instructor-led training, including classroom facilities, hardware, applications software, application and or distributive based development tools, operating systems, communication technology, and networking software. This also includes LAN-related training.
26	IT Training - Media-Based	Includes, but is not limited to, CBT, multi-media, video, audio, distance learning, Internet-provided services.
27	IT Training - Other Training Services	Includes, but is not limited to, One-on-one instruction on Commonwealth developed systems, course materials, course development, train-the-trainer and help desk training support.
28	LAN/WAN Development/Upgrade (Planning, Design, Implement)	Includes, but is not limited to, the development of planning documents pertinent to the building of a new LAN/WAN system, or the upgrading of an existing LAN/WAN system. Definition of user requirements, outlining possible alternatives, and the recommendation of a solution would be included in this activity. The Commonwealth may require any of the following areas to be addressed: LAN/WAN business and technical requirements, connectivity and interoperability, feasibility and constraints, cost/benefit analysis, workforce requirements, organizational impact on business processes, security requirements, etc. In addition, this includes, but is not limited to, the development of design documents pertinent to the building of a new LAN/WAN, or the upgrading of an existing LAN/WAN. Determination of logical relationships and physical specifications are to be included in this activity. The end result is formal conceptual and/or detailed design reports. These may include architectural design reports and structural design reports, each with network diagrams and other appropriate charts and documentation. Finally, this includes, but is not limited to, the services needed to develop and implement a new LAN/WAN system or the upgrade of an existing LAN/WAN. This may include development, physical and logical installation, project scheduling, and timetable determination. The end result of the activity is an installed (upgraded), fully functional LAN/WAN.
29	LAN Integration (Planning, Design, Implementation)	Includes, but is not limited to, the development of planning documents pertinent to the integration of two or more LANs, or the integration of two or more LANs via a WAN. Connectivity and interoperability issues are to be addressed. The Commonwealth may require any of the following areas to be addressed: LAN

	Service Category	Description
		business and technical requirements, connectivity and interoperability, feasibility and constraints, cost/benefit analysis, workforce requirements, organizational impact on business processes, security requirements, etc. In addition, this includes, but is not limited to, the development of design documents pertinent to the integration of two or more LANs, or the integration of two or more LANs via a WAN. Logical relationships and physical specifications are to be determined. The end result of the activity is an installed (upgraded), fully functional LAN. Finally, this includes, but is not limited to, the services to integrate two or more LANs, or two or more LANs via a WAN. This may include project scheduling and timetable determination. The end result of this activity is fully integrated, functional systems.
30	LAN/WAN Support	Includes, but is not limited to, the development, design, implementation and operation (on-site, off-site) and technical LAN/WAN support; LAN/WAN problem determination and diagnosis.
31	Project Management Services	Includes, but is not limited to, project initiation, efficiency review, life cycle management, configuration management planning, control management planning, resource management, IV&V management, risk management, time and cost management analysis.
32	Network Security Consulting	Includes, but is not limited to, network security consulting for design and review of LAN/WAN networks, Firewalls, Virtual Private Networks (VPN); and includes development and review of Network and Data Policies and Procedures.
33	Network Security Services	Includes, but is not limited to, network security LAN/WAN scans, and network penetration tests. Includes testing of Routers, mainframe systems security, open systems enterprise servers, Firewalls, Virtual Private Networks (VPN), Secure ID, Network Intrusion Detection systems (IDS), other network appliances, and Network policies and procedures.
34	Telecommunications Consulting	Includes, but is not limited to, analysis (policy analysis, strategic planning, and network engineering), design, implementation and security services for Telecommunications Wide Area Networks.
35	Telecommunications Engineering Services	Services can be provided, but not limited to, service convergence issues, interconnection issues and options for linking WAN/MAN/LAN, impact of deregulation, standards and interoperability, emerging technologies and services deployment.
36	Wireless Networking	Includes, but is not limited to, wireless networking services including, Procurement specification generation, Procurement response analysis, Analysis of alternate wireless technologies, Analysis of wire line vs. wireless solutions, Radio propagation analysis, Microwave path surveys and analysis, Microwave system design, Two-way radio system design, Field coverage surveys, Field site surveys, Grounding and bonding analysis, Wireless needs analysis, System surveys, Site planning and design, Mobile data applications analysis and development, Quality Assurance Services, Project Management and Administration Services, and Subcontractor Management.

APPENDIX E
COMPUTING ENVIRONMENT
HARDWARE PLATFORMS

AT & T	
Data General	
Digital Equipment Corporation	
Hewlett-Packard - all computers, including, but not limited to:	·HP-3000 ·HP-9000
IBM - all computers, including, but not limited to:	·IBM - 3090 ·IBM - 9121 ·IBM - 4381 ·RS400 ·RS6000
Macintosh	
SUN - all computers	
UNISYS - all computers	
All other - specify the vendor and specific platform or series of platforms being proposed.	

OPERATING SYSTEMS, UTILITIES, REPORT WRITERS

ABENDAID	ABENDAID (CICS)	ACF/2
ACF/VTAM	AIX	ASSEMBLER
CICS	COBOL	COBOL II
COBOL RW	COBOL IIRW	COBOL/370
CSP/AE	DBMAUI	DATA BASE TOOLS
DATA EXTRACT FACILITY	DATAMANAGER	DB PROTOTYPE II
DBMS	DBRAD	DITTO
DMS (CICS)	DPS 1000	DSDUMP
DYL-260	DYL-280	EASYTRIEVE
EASYTRIEVE/+	UNISYS EXEC	FOCUS
FORTRAN	IMAGE	ISPF/PDF
LIBRARIAN	MVS/ESA	MVS/XA DFP
NETVIEW	OS 1100	PLEU
PL/SQL	PREDICT	RDBM
RPG	SMP-E	TELON
TOTAL	TSO/E	TSO/MON
UNIX, AIXVMS/VAX	VMS	OPEN VMS

DATABASE MANAGEMENT SYSTEMS & ASSOCIATED DEVELOPMENT LANGUAGES/TOOLS

- ADABAS (ADABAS SQL, COM-LETE, NATURAL, NATURAL CONNECTION NATURAL CONSTRUCT, PREDICT, SUPER NATURAL)
- DB2
- DMS 1100/DMS 2200
- ORACLE RDBMS (including, ORACLE, ORACLE CASE DICTIONARY, ORACLE SQ2 *NET, ORACLE SQL*PLUS, SQL FORMS, DEVELOPER 2000)
- IMS
- SYBASE
- Rdb (VAX)
- MAPPER
- SQL SERVER
- POWER BUILDER

SOFTWARE PACKAGE APPLICATIONS, STATISTICAL PACKAGES

PEOPLESFT HUMAN RESOURCES	ORACLE FINANCIAL	SAS {ALL}
ORACLE HUMAN RESOURCES	PEOPLESFT FINANCIAL	SPSS

PC BASED SOFTWARE

CRYSTAL	“C”/C++”	CLIPPER
BASE iii+	DBASE IV	DELPHI
EXCEL	FOX PRO	FRAME MAKER
HARVARD GRAPHICS	LOTUS 1-2-3	PAGEMAKER
QUATTRO PRO	VENTURA	VISUAL BASIC
WINDOWS NT	WORD	WINDOW 3.1 & WINDOWS 95
WORD PERFECT	MS ACCESS	LOTUS
GROUPWISE	MS OFFICE 97	JAVA PERL
HTML		

NETWORK OPERATING SYSTEMS/DEVICES (HUBS, ROUTERS, SWITCHES)

ARTISOFT LANTASTIC NOS	BANYAN NETWORK SW	DEC PATHWORKS
MICROSOFT LAN MANAGER	NOVELL NETWORK SW	OS/2 LAN SERVER
CISCO	BAY NETWORKS	CABLETRON
UNIX	WINDOWS NT ADVANCED SERVERS	

APPENDIX F
ITSS PROFESSIONAL QUALIFICATION FORM

- A. **NAME & SOCIAL SECURITY NUMBER:** Enter the name of the individual, and the Social Security Number. (Note: Failure to submit a social security number on this form will not prohibit bid or employment consideration. However, a social security number may be required on other forms prior to contract award.)
- B. **EMPLOYER:** Enter the current employer's name (Company Name) of the individual being proposed. If the individual proposed is not currently employed with the Offeror or Subcontractor, but qualifies to be proposed for this project, (See Section IV., C., 3.) enter NONE for B.
- C. **YEARS OF EXPERIENCE:** Enter the total number of years and months of service this individual has worked in the field of information technology.
- D. **SERVICE CATEGORY:** Enter the service category for which this individual is being proposed. This must cross reference to the service category and descriptions shown in Appendix D.
- E. **INFORMATION TECHNOLOGY EXPERIENCE:** List the individual's experience with the most recent first. Identify part time experience. Periods of no work should be explained. Clearly identify each employer including current address and telephone number of the contract period person. Include the individual's respective job title, duties, and accomplishments in the column headed responsibilities.
- F. **OTHER EXPERIENCE:** List other work experience like government contracts, multi processor computer installations, large manual operations, or other professional experience(s).
- G. **EDUCATION AND CERTIFICATION:** List the individual's education, including dates attended school(s), degrees, honors, and/or certification (e.g., CPA, C.P., etc.)
- H. **TECHNICAL EXPERIENCE:**
- Hardware Platforms
 - Operating System, Utilities Report Writers
 - Data Base Associate Development Languages/Tools
 - Software Package Applications, Statistical Package
 - PC Based Software
 - Network Operating Systems/Devices (Hub, Router, Switches)
 - Other
- I. **RATE PROPOSED:** Provide rate Offeror would quote for this information technology professional. Rate must be within range proposed in Section 6. Pricing Schedule.

NOTE: Additional narrative pages of the individual's resume may be attached. A resume may be substituted for this form, however, all information requested on this form must be included in the resume. **OFFEROR IS ONLY REQUIRED TO SUBMIT EMPLOYMENT EXPERIENCE THAT QUALIFIES A INFORMATION TECHNOLOGY PROFESSIONAL FOR THE SPECIFIC POSITION. OTHER EXPERIENCE NEED NOT BE SUBMITTED.**

APPENDIX F (Continued)
ITSS PROFESSIONAL QUALIFICATION FORM

(A) NAME: _____ SOCIAL SECURITY #: _____
(B) EMPLOYER: _____ (C) YEARS OF EXPERIENCE: _____
(D) SERVICE CATEGORY: _____ (I) PROPOSED RATE \$ _____
(E) INFORMATION TECHNOLOGY EXPERIENCE

EMPLOYER:	FROM:	TO:
ADDRESS & TELEPHONE #: Responsibilities:		

EMPLOYER:	FROM:	TO:
ADDRESS & TELEPHONE #: Responsibilities:		

EMPLOYER:	FROM:	TO:
ADDRESS & TELEPHONE #: Responsibilities:		

APPENDIX F (Continued)

COMMONWEALTH OF VIRGINIA
INFORMATION TECHNOLOGY PROFESSIONAL QUALIFICATION FORM

(A) NAME: _____ SOCIAL SECURITY #: _____

(F) OTHER EXPERIENCE

EMPLOYER:	FROM:	TO:
ADDRESS & TELEPHONE #: Responsibilities:		

(G) EDUCATION AND CERTIFICATION

FROM	TO	STATE	SCHOOL	DEGREE/HOURS

(H) OTHER TECHNICAL EXPERIENCE

FROM	TO	

APPENDIX G
REQUEST FOR PROPOSAL 2001-012
VENDOR QUALIFICATION FORM

VENDOR NAME: _____

ADDRESS: _____

NAME OF CONTACT (Pre-award) _____

TELEPHONE NUMBER OF CONTACT _____

E-MAIL ADDRESS _____

NAME OF CONTACT (Post-award) _____

TELEPHONE NUMBER OF CONTACT _____

E-MAIL ADDRESS _____

FAX NUMBER _____

FEDERAL ID NUMBER _____

VENDOR WEB-SITE ADDRESS _____

NUMBER OF YEARS IN IT SUPPORT SERVICES _____

APPENDIX G (Continued)
VENDOR QUALIFICATION FORM

	Service Category	Number of Contractors Placed During Last Calendar Year	Average Length of Time at Placement	Average Hourly Rate	Number of Contractors Placed Today
1.	Computer Programming Services				
2.	Computer Systems Analysis Support Services				
3.	Computer System Security				
4.	Consulting Services – Enterprise				
5.	Consulting Services – Facility Engineering				
6.	Consulting Services - Financial				
7.	Consulting Services – Graphics and Presentation				
8.	Consulting Services – Middleware Integration				
9.	Consulting Services - Operational				
10.	Consulting Services - Organizational				
11.	Consulting Services - Planning				
12.	Consulting Services - Research and Analysis				
13.	Consulting Services - Research Services				
14.	Database Management Services				
15.	Desktop Support				
16.	EDMS Consulting Services				
17.	EDMS Programming Services				
18.	Electronic Commerce/EDI Consulting Services				
19.	Electronic Commerce/EDI Programming Services				
20.	GIS Consulting Services				
21.	GIS Programming Services				
22.	Help Desk Support				
23.	IT Training - Assessment				

	Service Category	Number of Contractors Placed During Last Calendar Year	Average Length of Time at Placement	Average Hourly Rate	Number of Contractors Placed Today
24.	IT Training - Classroom				
25.	IT Training - Media-Based				
26.	IT Training - Other Training Services				
27.	LAN/WAN Development/Upgrade (Planning, Design, Implement)				
28.	LAN Integration (Planning, Design, Implementation)				
29.	LAN/WAN Support				
30.	Project Management Services				
31.	Network Security Consulting				
32.	Network Security Services				
33.	Telecommunications Consulting				
34.	Telecommunications Engineering Services				
35.	IT Support Staff - Operations				
36.	Wireless Networking				